

Table of Contents

Agenda	4
Public Hearing and Issuance of Taxable Industrial Revenue Bonds, Spirit AeroSystems, Inc. (District III)	
Agenda Report No. III-1.	11
Ordinance No. 48-899.	13
Extension of IRB Tax Exemption, POET Ethanol, Inc. (District II)	
Agenda Report No. III-2.	18
WaterWalk Architecture/Engineering Services, Site Area No. 2. (District I)	
Agenda Report No. III-3 and Contract Amendment.	20
Proposal Letter	24
2009-2011 Teamsters Union Local 795 (Airport) Memorandum of Agreement.	
Agenda Report No. III-4.	27
Airport Teamsters Contract	28
Teamsters Pay Matrix.	52
2010-2011 SEIU Memorandum of Agreement.	
Agenda Report No. III-5.	53
Contract.	54
Ordinances Amending City Code Sections 2.05.010 and 2.05.020, concerning Master Written Undertaking for GO Bond and Note Sales, and Repealing Prior Ordinances No. 48-366 and 48-367.	
Agenda Report No. III-6.	84
Ordinance No. 48-900.	86
Ordinance No. 48-901.	101
Quarterly Financial Report for Quarter Ending September 30, 2010.	
Agenda Report No. III-7.	116
Memorandum of Understanding Regarding McConnell Air Force Base and Adjacent Critical Area of Interest.	
Agenda Report No. III-8.	117
Memorandum of Understanding.	119
House Bill 2445.	125
Initiation of Athletic Court CIP Funding. (Districts II and VI)	
Agenda Report No. III-9.	128
Bonding Resolution No. 10-285.	130
ZON2010-00037 – City zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential; generally located one block south of Douglas Avenue and Circle Drive, on the north side of English Street at its connection to Circle Drive (3804 and 3806 East English Street). (District II)	
Agenda Report No. V-1.	131
Ordinance No. 48-902.	133
MAPC Minutes Excerpt	134

*SUB2010-00025 -- Plat of USD 259 4th Addition located on the south side of Pawnee and on the west side of 127th Street East. (District II)	
Agenda Report No. V-2	137
Resolution Nos. 10-286 through 10-289	138
Public Access Easement and Certificate	146
*SUB2010-00047 -- Plat of Historical Dunbar Theater Addition located south of 13th Street North and west of Hydraulic. (District I)	
Agenda Report No. V-3	149
Preliminary Estimates. (See Attached)	
See attached.	150
Petition for Sanitary Sewer in Wilson Estates Medical Park 2nd Addition, south of 21st, west of Webb. (District II)	
Agenda Report No. XII-4a, CIP and Resolution No. 10-290	151
Map and Petition	155
Statement of Costs.	
Statement of Costs XII-5a.	160
Community Events - Turkey Trot 10 Mile and 2 Mile Run/Walk. (District VI)	
Agenda Report No. XII-6a.	164
Community Events - Our Lady of Guadalupe Fiesta. (District VI)	
Agenda Report No. XII-6b.	165
Agreement with the Kansas Department of Transportation for Bridge Improvements on I-135, between MacArthur and Pawnee. (District III)	
Agenda Report No. XII-7a.	166
Agreement	167
Contract Amendment for Providing Temporary/Seasonal Employment Services.	
Agenda Report No. XII-9	176
Contract Amendment	177
Leadership Development Professional Services Contract.	
Agenda Report No. XII-10.	183
Professional Services Contract for WSU Leadership Development	184
Transfer of Water Rights.	
Agenda Report No. XII-11.	195
Agreement	196
Contracts and Agreements for October 2010.	
Agenda Report No. XII-12.	202
2011 Drug Enforcement Administration State and Local Task Force Agreement.	
Agenda Report No. XII-13.	203
Agreement	204
COPS Hiring Recovery Program Grant Award Letters.	
Agenda Report No. XII-14.	209

Award Document	210
Hiring Program	211
Hiring Recovery Program	219
Shelter Plus Care Program Transfer.	
Agenda Report No. XII-15.	228
Memorandum of Understanding	230
Grant Application - Homeless Assistance Programs.	
Agenda Report No. XII-16.	232
Settlement of Lawsuit.	
Agenda Report No. XII-16A.	235
Settlement of Agreement and Release	236
Exhibit A	240
List of Second Reading Ordinances. (See Attached)	
Second Reading Ordinances	242

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. November 9, 2010

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on November 2, 2010

AWARDS AND PROCLAMATIONS

None

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

None

III. NEW COUNCIL BUSINESS

1. Public Hearing and Issuance of Taxable Industrial Revenue Bonds, Spirit AeroSystems, Inc.. (District III)

RECOMMENDED ACTION: Close the public hearing and approve first reading of the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds for Spirit AeroSystems, Inc. in an amount not-to-exceed \$7.5 million dollars.

2. Extension of IRB Tax Exemption, POET Ethanol, Inc. (District II)

RECOMMENDED ACTION: Extend the tax exemption for POET Ethanol for one year and review the exemption at the end of 2011 to consider progress on reoccupying the building..

3. WaterWalk Architecture/Engineering Services, Site Area No. 2. (District I)

RECOMMENDED ACTION: Approve the issuance of a contract amendment for architectural and engineering services for WaterWalk Site Area 2 per the attached architect's proposal letter and authorize the necessary signatures.

4. 2009-2011 Teamsters Union Local 795 (Airport) Memorandum of Agreement.

RECOMMENDED ACTION: Approve the proposed 2009-2011 Memorandum of Agreement between the City and the Teamsters Union Local 795 (Airport).

5. 2010-2011 SEIU Memorandum of Agreement.

RECOMMENDED ACTION: Approve the proposed 2010-2011 Memorandum of Agreement between the City and the Service Employees International Union Local 513.

6. Ordinances Amending City Code Sections 2.05.010 and 2.05.020, concerning Master Written Undertaking for GO Bond and Note Sales, and Repealing Prior Ordinances No. 48-366 and 48-367.

RECOMMENDED ACTION: Approve the Ordinances to amend City Code Sections 2.05.010 and 2.05.020 and repeal prior Ordinances Nos. 48-366 and 48-367.

7. Quarterly Financial Report for Quarter Ending September 30, 2010.

RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the quarter ended September 30, 2010.

8. Memorandum of Understanding Regarding McConnell Air Force Base and Adjacent Critical Area of Interest.

RECOMMENDED ACTION: Approve the Memorandum of Understanding and authorize the necessary signatures.

9. Initiation of Athletic Court CIP Funding. (Districts II and VI)

RECOMMENDED ACTION: Approve the initiation of the project; approve the bonding resolution; and authorize all necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA

None

V. CONSENT PLANNING AGENDA (ITEMS 1 THROUGH 3)

1. *ZON2010-00037 – City zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential; generally located one block south of Douglas Avenue and Circle Drive, on the north side of English Street at its connection to Circle Drive (3804 and 3806 East English Street). (District II)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change and authorize the Mayor to sign the ordinance.

2. *SUB2010-00025 -- Plat of USD 259 4th Addition located on the south side of Pawnee and on the west side of 127th Street East. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and adopt the Resolutions.

3. *SUB2010-00047 -- Plat of Historical Dunbar Theater Addition located south of 13th Street North and west of Hydraulic. (District I)

RECOMMENDED ACTION: Approve the plat and authorize the necessary signatures.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Summer Jackson, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 17A)

1. Report of Board of Bids and Contracts dated November 8, 2010.

- a. Report of Board of Bids and Contracts dated November 8, 2010.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2010</u>	<u>(Consumption on Premises)</u>
Ron Meyer	Pine Bay Golf Course	6615 South Grove
<u>Renewal</u>	<u>2010</u>	<u>(Consumption off Premises)</u>
Sally Jo Hermann	Dillons #96	5500 East Harry
Mi Hee Park	Y&MCompany, Inc dbaQuick Pick	3733 North Arkansas

* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petition for Sanitary Sewer in Wilson Estates Medical Park 2nd Addition, south of 21st, west of Webb. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Statement of Costs:

- a. Statement of Costs. (See Attached)

RECOMMENDED ACTION: Approve and file.

6. Consideration of Street Closures/Uses.

- a. Community Events - Turkey Trot 10 Mile and 2 Mile Run/Walk. (District VI)
b. Community Events - Our Lady of Guadalupe Fiesta. (District VI)

RECOMMENDED ACTION: Approve street closure.

7. Agreements/Contracts:

- a. Agreement with the Kansas Department of Transportation for Bridge Improvements on I-135, between MacArthur and Pawnee. (District III)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Minutes of Advisory Boards/Commissions.

Wichita Board of Appeals of Refrigeration, Air Conditioning, Warm Air Heating and Boiler, September 23, 2010
Police and Fire Retirement System, September 22, 2010

RECOMMENDED ACTION: Receive and file.

9. Contract Amendment for Providing Temporary/Seasonal Employment Services.

RECOMMENDED ACTION: Approve the contract amendment and authorize the necessary signatures.

10. Leadership Development Professional Services Contract.

RECOMMENDED ACTION: Approve the Professional Services Contract for Wichita State University to provide Leadership Development Training to City's management staff.

11. Transfer of Water Rights.

RECOMMENDED ACTION: Authorize the necessary signatures to the transfer of partial evaporative water rights agreement.

12. Contracts and Agreements for October 2010.

RECOMMENDED ACTION: Receive and file.

13. 2011 Drug Enforcement Administration State and Local Task Force Agreement.

RECOMMENDED ACTION: Approve the 2011 Drug Enforcement Administration State and Local Task Force Agreement.

14. COPS Hiring Recovery Program Grant Award Letters.

RECOMMENDED ACTION: Authorize the necessary signatures on the contract award documents.

15. Shelter Plus Care Program Transfer.

RECOMMENDED ACTION: Approve transfer of full administrative and program responsibilities for all Shelter Plus Care (S+C) Programs including the 2011 renewal grant and two multi-year grants to Sedgwick County, Kansas according to the accompanying Memorandum of Understanding and authorize the signing of all related documents.

16. Grant Application - Homeless Assistance Programs.

RECOMMENDED ACTION: Approve the submission of Shelter Plus Care Grant application and authorize the necessary signatures on the application and subsequent contract award documents.

16a. Settlement of Lawsuit.

RECOMMENDED ACTION: Authorize transfer of property as detailed in the Settlement Agreement as a full settlement of all claims which are the subject of this litigation.

17. Second Reading Ordinances: (First Read November 2, 2010)
a. List of Second Reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

**City of Wichita
City Council Meeting
November 9, 2010**

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Taxable Industrial Revenue Bonds
(Spirit AeroSystems, Inc.) (District III)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Place bond ordinance on first reading.

Background: On May 17, 2005, the City Council approved a five-year letter of intent for issuance of up to \$1 billion in Industrial Revenue Bonds to finance facilities for the benefit of Mid-Western Aircraft Systems, Inc. (now Spirit AeroSystems, Inc. "Spirit"), at 3801 S. Oliver in southeast Wichita. The May 17 action also included support for a ten-year period of property tax abatement and authorization for City staff to apply for sales tax exemption on the acquisition of the financed assets, all subject to the incentive recapture provisions of the City's current public incentives policy. The first \$80 million in bonds authorized under the letter of intent issued in December 2005, and an additional \$252 million series issued in December 2006. In 2008, Council approved issuance of \$30 million. On May 4, 2010, City Council approved extension of the remaining amount of the letter of intent for five years. Spirit now requests the issuance of an additional series of bonds in the aggregate principal amount of \$7.5 million.

Analysis: Bond proceeds will be used to finance the ongoing modernization and expansion of the commercial aircraft manufacturing facilities Spirit acquired from The Boeing Company in June of 2005. Ongoing modernization and expansion of the facilities will enable Spirit AeroSystems, Inc. to continue existing commercial aircraft part production programs and services, to take advantage of new technology, and to compete for new aircraft part manufacturing business. Spirit is continuing to manufacture major parts systems for a variety of Boeing jetliners, including the Boeing 787. In addition, Spirit has expanded its operations and customer base by winning work for other makers of commercial aircraft, as well as corporate and military aircraft.

Spirit AeroSystems, Inc. intends to purchase the bonds itself, through direct placement, and the bonds will not be reoffered for sale to the public. Kutak Rock LLP of Omaha, Nebraska, engaged by Spirit, will serve as Bond Counsel in the transaction. Spirit has agreed to comply with all conditions of the letter of intent.

Financial Considerations: Spirit agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. The bond financed property will be eligible for sales tax exemption and property tax exemption for a term of ten years, subject to fulfillment of the conditions of the City's public incentives policy.

Under the City of Wichita/Sedgwick County Economic Development Incentives Policy, Mid-Western qualified for a 100% property tax abatement for an initial five year period on all bond-financed real and personal property, plus a second five years for real property only. However, Mid-Western was granted a full ten-year abatement for both real and personal property. These same terms were afforded Boeing and accordingly were used by Onex in evaluating the financial feasibility of purchasing the Wichita facilities. Mid-Western agreed to comply with all other standard letter of intent conditions. These conditions and agreements have carried through to Spirit.

Wichita State University Center for Economic Development and Business Research performed a cost-benefit analysis using the Derby school district. The resulting benefit-cost ratios are:

City of Wichita	1.98 to one
General Fund	1.78 to one
Debt Service	2.34 to one
Sedgwick County	1.54 to one
U.S.D. 260	1.00 to one
State of Kansas	28.23 to one

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: The City Attorney's Office has reviewed and approved the Ordinance as to form and will review and approve all final documents prior to issuance of the bonds.

Recommendations/Actions: It is recommended that City Council close the public hearing and approve first reading of the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds for Spirit AeroSystems, Inc. in an amount not-to-exceed \$7.5 million.

Attachment: Bond Ordinance

ORDINANCE NO. 48-899

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN SPIRIT AEROSYSTEMS, INC. AND THE CITY OF WICHITA, KANSAS; APPROVING AND AUTHORIZING THE EXECUTION OF AN INDENTURE OF TRUST BETWEEN SAID CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.; PLEDGING CERTAIN PAYMENTS UNDER SAID LEASE AGREEMENT AND MONEYS AND SECURITIES HELD BY THE TRUSTEE UNDER THE TERMS OF SAID INDENTURE OF TRUST; AUTHORIZING AND DIRECTING THE ISSUANCE OF INDUSTRIAL REVENUE BONDS SERIES VIII, 2010 (SPIRIT AEROSYSTEMS, INC. PROJECT) OF SAID CITY IN THE PRINCIPAL AMOUNT OF \$7,500,000 FOR THE PURPOSE OF PROVIDING FUNDS FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION AND IMPROVEMENT OF CERTAIN INDUSTRIAL AND MANUFACTURING FACILITIES OF SPIRIT AEROSYSTEMS, INC., A DELAWARE CORPORATION, IN SEDGWICK COUNTY, KANSAS; DESIGNATING THE TRUSTEE AND THE PAYING AGENT FOR SAID BONDS; AUTHORIZING THE SALE OF SAID BONDS AND THE EXECUTION OF A BOND PURCHASE AGREEMENT THEREFOR; APPROVING AND AUTHORIZING THE EXECUTION OF AN ADMINISTRATIVE SERVICE FEE AGREEMENT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN RELATED INSTRUMENTS;

WHEREAS, the City of Wichita, Kansas (the “City”) desires to promote and stimulate general economic welfare and prosperity and provide greater employment opportunities within the City and its environs and thereby to further promote, stimulate and develop the economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of K.S.A. 12-1740 et seq., as amended, said City is authorized to issue industrial revenue bonds of said City, and it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that industrial revenue bonds be issued for the purpose of providing funds for the acquisition, construction, reconstruction and improvement of certain industrial and manufacturing facilities of Spirit AeroSystems, Inc., a Delaware corporation (the “Company”), located within the environs of the City in Sedgwick County, Kansas, which facilities include the Project as defined in the Lease Agreement and the Indenture of Trust herein referred to approved and authorized; and

WHEREAS, the Company will acquire a leasehold interest in the Project from the City pursuant to said Lease Agreement; and

WHEREAS, by Letter of Intent dated May 17, 2005, as extended on May 4, 2010, the City has authorized the undertaking of an industrial revenue bond financing for the Project; and

WHEREAS, it is hereby found and determined that the purpose of said Letter of Intent, as so extended (the "Letter of Intent"), is to extend until May 17, 2015 the term specified in each Section 12.11(e) of those certain Lease Agreements dated as of December 1, 2005, December 1, 2006, December 1, 2007, December 1, 2008 and December 1, 2009 between the City and the Company and to be specified in those lease agreements entered into on or after May 4, 2010 by the City and the Company; and

WHEREAS, said Indenture of Trust and this Ordinance provide for the authorization and issuance of a series of such bonds;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Enabling Declaration. The City Council, as governing body of the City of Wichita, Kansas, has determined and hereby declares that the Project, if in being, would promote the welfare of the City.

Section 2. Application of Letter of Intent Extension to Lease Agreements; Approval and Authorization of Lease Agreement. The City does hereby approve and confirm that the term of the Letter of Intent specified in each Section 12.11(e) of those certain Lease Agreements dated as of December 1, 2005, December 1, 2006, December 1, 2007, December 1, 2008 and December 1, 2009 between the City and the Company and to be specified in those lease agreements, including the Lease Agreement, to be dated as of December 1, 2010, between the City, as lessor, and the Company, as lessee (the "Lease"), entered into by the City and the Company on or after May 4, 2010 shall extend until May 17, 2015. The Lease be and the same is in all respects hereby approved, authorized and confirmed, and Jeff Longwell (or in his absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, and the City Clerk or Deputy City Clerk be and they are hereby authorized and directed to execute, attest and deliver the Lease for and on behalf of the City.

Section 3. Approval and Authorization of Indenture of Trust, Designation of Trustee and Paying Agent. The Indenture of Trust, to be dated as of December 1, 2010 (the "Indenture"), between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), be and the same is in all respects hereby approved, authorized and confirmed, and said Trustee is hereby designated to act as such thereunder, and the Trustee is hereby designated to act as Paying Agent for the \$7,500,000 principal amount of City of Wichita, Kansas Industrial Revenue Bonds Series VIII, 2010 (Spirit AeroSystems, Inc. Project), authorized by this Ordinance and the Indenture and Jeff Longwell (or in his absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, and the City Clerk or Deputy City Clerk be and they are hereby authorized and directed to execute, attest and deliver the Indenture for and on behalf of said City. As provided in the Indenture, the City assigns and pledges to the Trustee certain payments under the Lease and moneys and securities held by the Trustee under the terms of the Indenture as security for such Bonds.

Section 4. Approval, Authorization and Issuance of Bonds. There is hereby created and established an issue of bonds of the City to be known and designated as “City of Wichita, Kansas Industrial Revenue Bonds Series VIII, 2010 (Spirit AeroSystems, Inc. Project)” (the “Bonds”), which shall consist of \$7,500,000 principal amount of Bonds, to be dated as of their date of first authentication and delivery, to mature on January 1, 2021, to bear interest at the rate of 7% per annum, payable semiannually on January 1 and July 1 in each year, commencing July 1, 2011, and to be subject to redemption at the principal amount thereof plus accrued interest thereon to the redemption date as further provided in the Indenture and shall be in form and content and include such other details as specified herein and in the Indenture. The issuance of the Bonds is in all respects hereby approved, authorized and confirmed, and Jeff Longwell (or in his absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, and the City Clerk or Deputy City Clerk are authorized and directed to execute and seal the Bonds pursuant to the Indenture, and the Trustee is hereby authorized and directed to authenticate the Bonds, to deliver the same to the purchaser designated in the Bond Purchase Agreement hereinafter referred to for and on behalf of the City upon receipt of the purchase price therefor and to deposit the proceeds thereof with itself as trustee, in the manner provided for by this Ordinance and the Indenture. The Bonds, together with the interest thereon, are not general obligations of the City, but are special obligations payable (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to the income from the temporary investment thereof) solely from the lease payments under the Lease, and the Bond Fund and other moneys held by the Trustee, as provided in the Indenture. Neither the credit nor the taxing power of the State of Kansas or of any political subdivision of such State is pledged to the payment of the principal of the Bonds and premium, if any, and interest thereon or other costs incident thereto.

Section 5. Authorization of the Sale of the Bonds. The sale of the Bonds pursuant to the terms of the Bond Purchase Agreement, at a purchase price of 100% of the principal amount thereof plus accrued interest from the date of authentication to the date of delivery of and payment for the Bonds, is hereby approved, authorized and confirmed. Jeff Longwell (or in his absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, is hereby authorized and directed to execute the Bond Purchase Agreement, dated as of December 1, 2010, covering the sale of the Bonds.

Section 6. Approval and Authorization of Administrative Service Fee Agreement. The Administrative Service Fee Agreement, to be dated as of December 1, 2010, between the City and the Company, (the “Fee Agreement”), be and the same is in all respects hereby approved, authorized and confirmed, and Jeff Longwell (or in his absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, and the City Clerk or Deputy City Clerk be and they are hereby authorized and directed to execute and deliver the Fee Agreement, for and on behalf of the City.

Section 7. Authority To Correct Errors, Etc. Jeff Longwell (or in his absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, the City Clerk and Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

Section 8. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. It shall not be necessary for the Lease, the Indenture, the Fee Agreement or the Bond Purchase Agreement to be published in the official City paper, but all such documents shall be on file in the office of the City Clerk and shall be available for inspection by any interested party.

Section 9. Further Authority. Jeff Longwell (or in his absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, the City Clerk, Deputy City Clerk, City Treasurer, City Attorney and other City officials are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents or other papers and to perform all other acts as they may deem necessary or appropriate in order to implement and carry out the matters herein authorized.

Section 10. Effective Date. This Ordinance shall take effect and be in force from and after its passage and publication in the official City paper.

PASSED by the City Council this 16th day of November, 2010.

Jeff Longwell
Vice Mayor

Attest:

Karen Sublett
City Clerk

[SEAL]

Approved as to Form:

Gary E. Rebenstorf
City Attorney

**City of Wichita
City Council Meeting
November 9, 2010**

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (POET Ethanol, Inc.) (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve a second five-year ad valorem tax exemption.

Background: On September 20, 2005, City Council approved the issuance of Industrial Revenue Bonds (IRBs) in the amount of \$2,000,000, and a 100% five-plus-five-year property tax exemption on bond financed property to Ethanol Products, LLC, now POET Ethanol. Bond proceeds were used to finance the cost of acquiring, constructing and equipping a company headquarters facility located at 37th and Webb in northeast Wichita. In 2008, the City issued \$4,000,000 in additional IRBs to construct a second office building at Webb and 38th and approved a 100% five-plus-five-year property tax exemption for this property as well.

POET is now at the end of the first five year period and has requested approval of the second five years of tax exemption for the first IRB-financed office building. The five-year review of the tax abatement for the second IRB-financed building will occur in 2013.

Analysis: Ethanol Products, LLC, now POET, is a South Dakota company that was formed in May 2000. POET is engaged in marketing, trading, distribution, risk management and market development of renewable fuels throughout the United States. POET is the second largest supplier of fuel grade ethanol in the United States with over 615 million gallons of production per year, and currently markets for 18 ethanol plants in the upper Midwest, including one in Kansas. POET's customers are primarily comprised of the major petroleum companies and the product is delivered to destinations all across the upper Midwest and on both the East and West Coasts.

In connection with the IRB tax abatement on the first building, POET committed to hire 15 new employees over a five year period, at an average salary of \$116,000 per year. For the IRB tax abatement on the second building POET agreed to hire an additional 45 employees, at an average salary of \$45,000 per year. POET currently employs 63 employees.

Staff conducted a site visit on October 22, 2010. POET has exceeded the job creation goals set for both the 2005 IRB currently under review and the 2008 IRB issued for the second building. They have moved their headquarters operations to the new building and the original building is currently vacant. However, POET is negotiating a partnership project with an out-of-state company that will cause them to reoccupy the vacant building within the next 12-18 months.

Based on the performance goals of new employment and capital investment established at the time of the issuance of IRBs and approval of the property tax abatement, POET is in compliance with the incentive policy and would normally qualify for a second 5-year exemption period. However, abated buildings no

longer in use by the company would normally be placed back on the tax rolls. In this case, because the company has definite plans to reoccupy the building in the next 12-18 months, staff recommends continuing the tax abatement on the IRB property under review for another year and conduct an additional review at the end of 2011 to determine the status of POET's efforts to reoccupy the building.

Financial Considerations: New benefit-to-cost ratios are as follow:

City of Wichita	1.59 to one
General Fund	1.47 to one
Debt Service	1.91 to one
Sedgwick County	1.32 to one
USD 259	1.00 to one
State of Kansas	19.60 to one

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: Section 7.5 of the lease provides the City Council reserves the right to terminate the exemption at the end of the first five-year period. Each year, the City must re-certify to the County Clerk that the exempted property is still eligible in order to continue the property tax exemption for that year. This allows the City Council to review non-complying companies each year and revisit the decision to extend the exemption.

Recommendations/Actions: It is recommended that the City Council extend the tax exemption for POET Ethanol for one year and review the exemption at the end of 2011 to consider progress on reoccupying the building.

Attachments: None

City of Wichita
City Council Meeting
November 9, 2010

TO: Mayor and City Council

SUBJECT: WaterWalk Architecture/Engineering Services, Site Area No. 2 (District I)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the issuance of a contract amendment for architectural and engineering services for WaterWalk Site Area No. 2 per the attached architect's proposal letter and authorize the necessary signatures.

Background: In a Council agenda item on September 1, 2009, the WaterWalk site was defined as three separate areas. These areas are:

- Site Area No. 1: The area between Main Street and Water Street
- Site Area No. 2: The area between Water Street and Wichita Street
- Site Area No. 3: The area between Wichita Street and the Arkansas River

On December 16, 2008, the City Council approved a contract amendment with Gossen Livingston Associates, now Gossen Livingston McCluggage Van Sickel (GLMV), to provide architecture and engineering services for final design, construction documents and construction administration in Site Areas 1 and 2. A contract amount of \$60,000 plus reimbursable expenses not to exceed \$5,000 was specified for Site Area 2. The fees were based on the approved master plan current at that time, and changes to the design were to be treated as additional services. Site Area 3 was excluded from the contract amendment due to the uncertainty at that time of the future of the Boathouse and the area surrounding it.

On September 1, 2009, the City approved a new Master Plan for Area 2 which relocated the Waltzing Waters fountain from Area 3 into Area 2. The Master Plan for Area 2 was again revised on September 14, 2010 to address the private developer's request to reorient the fountain in Area 2 so that it is in closer proximity to Wichita Street. This location better serves the developer's plans for future retail construction in this area.

Analysis: The current contract with GLMV for architectural/engineering services did not include services for reorientation of the Waltzing Waters fountain from Area 3 to Area 2. The initial scope of services included landscaping, sidewalks, lighting and the design of small water feature at the corner of Waterman and Wichita Street. The actual work performed under this contract included two redesigns of the Area 2 master plan, landscaping and street improvements, the design of a parking lot and the electrical design associated with a new transformer to provide power for Areas 2 and 3. A contract amendment is needed to complete the design work for Area 2 with a scope of services that includes the engineering and electrical services associated with the Waltzing Waters fountain and the design features associated with the fountain.

Architectural services for Area 3 are not included in the requested contract amendment. Staff will initiate a Request for Qualifications (RFQ) for design services associated with Area 3 and will seek Council approval for such professional services at a later date.

Financial Considerations: The proposed contract amendment is for \$120,000 plus reimbursable expenses not to exceed \$8,000. The contract amendment is primarily due to the architectural and engineering services needed to support the Waltzing Waters fountain and the surrounding amenities now that it has been moved to Area 2. The total budget for the WaterWalk project will not change.

Goal Impact: This project addresses the Economic Vitality and the Quality of Life goals through the continued revitalization of the City's Core Area.

Legal Considerations: The contract amendment has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the issuance of a contract amendment for architectural and engineering services for WaterWalk Site Area 2 per the attached architect's proposal letter and authorize the necessary signatures.

Attachments: Architect's proposal letter and contract amendment.

CONTRACT AMENDMENT WATER WALK IMPROVEMENTS

THIS AMENDMENT, Made the _____ day of _____ 2010,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
A Municipal Corporation, hereinafter
referred to as
"OWNER"

AND

GOSSEN LIVINGSTON ASSOCIATES,
INC., Hereinafter referred to as
"ARCHITECT"

WHEREAS, the parties have heretofore, on the 3rd day of March, 2003, entered into a Contract;
and

WHEREAS, the parties wish to modify the "SCOPE OF SERVICES" concerning the Water Walk Improvements Project which is the subject matter of such Contract.

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto agree as follows:

I. The Contract between the parties dated March 3, 2003 shall be amended to modify the Scope of Services to be performed by the **ARCHITECT** as follows:

The **ARCHITECT** will provide architectural, mechanical, and electrical engineering services for final design, construction documents and construction administration as required to complete the balance of public improvements Parcels 2 located between Wichita Street and Water Street.

The **ARCHITECT** will begin their work related to Parcel Area 2 immediately following City Council's approval of the GLMV proposal letter and all required document amendments. Work on Parcel Area 2 will begin shortly thereafter. All work on Parcel Area 2 shall be completed by December 31, 2011.

It is understood that no design or construction of any public improvements will occur related to the area between Wichita Street and the river (Parcel Area 3).

II. The Contract between the parties dated March 3, 2003, shall be amended to change the PAYMENTS. The **OWNER** agrees to pay the **ARCHITECT** for services rendered under this Amendment a total fee established as follows:

Fees for Parcel Area 2 will be a lump sum amount of one hundred twenty thousand dollars (\$120,000.00) plus reimbursable expenses not to exceed eight thousand dollars (\$8,000.00). The fees are based on the approved design for Parcel 2. Changes to the design will be considered Additional Services.

During the progress of work covered by this Amendment, payments shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

III. All other provisions of the March 3, 2003 Contract and subsequent Amendments between the parties hereto not modified herein shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

by _____
Carl Brewer, Mayor
GOSSEN LIVINGSTON ASSOCIATES, INC.

by _____
William B. Livingston, AIA
President/CEO

ATTEST:

Karen Sublett
City Clerk

Approved as to form:

Gary E. Rebenstorf
Director of Law



GLMVArchitecture

October 29, 2010

via e-mail jpajor@wichita.gov

Mr. Joe Pajor
Assistant Director of Public Works
CITY OF WICHITA
455 N. Main Street
Wichita, Kansas 67202

Re: Contract Amendment for Professional Services
Wichita WaterWalk – Design through Construction Administration
to Complete Site Area 2

Dear Joe:

Per your request, we have prepared a Proposal to complete the public improvements for Site Area 2, between Water Street on the east, Dewey on the south, Wichita Street on the west and WaterWalk Place on the north, for the public improvements. This Proposal is based on the most recent master plan for Site Area 2 as approved by City Council on September 14, 2010.

Our Contract Amendment includes the design, bid documents with a preliminary estimate of cost, and construction administration as required to complete the balance of the public improvements for Site Area 2.

It is our understanding that the concept for Site Area 2 is approved. Any additional changes to the plan for Site Area 2 will affect the completion of the construction documents.

Our proposed Contract Amendment for Professional Fees for Site Area 2 will be a lump sum amount of One Hundred Twenty Thousand Dollars (\$120,000.00) plus Reimbursable Expenses estimated at Eight Thousand Dollars (\$8,000.00) to be reimbursed at cost plus 10 percent. Consultant Services included in our Proposal are structural, electrical, civil, mechanical (for the conditioning of the control rooms and heating of the pool), pool systems consultant and a sound systems consultant for Waltzing Waters. The Fees charged by these consultants are estimated to total in the range of \$65,000-\$75,000 for this Project. If other consultants must be added to the Project because of new or additional City requirements, their work will be considered Additional Services to our Agreement.

Please refer to the attached scope of work for Site Area 2. It is our understanding that Site Area 2 will be a separate bid package and the City would like to start construction early in 2011. Extensions of this time frame due to conditions beyond the control of the Architect such as changes in the scope of work or an unreasonable slowdown in the approval process will be considered Additional Services.

Mr. Joe Pajor
October 29, 2010
Page 2

This Contract Amendment is based on the following assumptions:

- Site Area 2 will be bid as one package
- Construction Documents will be ready for bid within 90 – 100 days from our notice to proceed
- If the services covered by this Contract Amendment have not been completed within 12 months of the date of the Contract Amendment, through no fault of the Architect, extension of the Architect's services beyond that time shall be considered Additional Services.
- The corner fountain at Main Street and Waterman is not part of this proposal
- The cost of prints for bidding are not included
- Geotechnical services are not included
- Preparation of demolition drawings are not included
- Topographic surveys, platting, easements or legal descriptions more than what has already been completed is an additional service
- Environmental studies or services for investigation or mitigation are not included
- We will use the 2006 IBC for the governing code
- NO variances by the City of Wichita are required for this project
- Full-time site representation during construction is not included
- No out-of-town travel or associated expenses are included
- Professional renderings are not included
- Scale models for marketing purposes are not included
- Value engineering studies and Life cycle cost analysis studies are not included
- Specialty consultants not listed in this proposal are not included in our fee
- Revisions to the master plan are not included
- Videos of the site including fly-around are not included

GLMV Architecture shall submit invoices monthly to the City of Wichita plus expenses as called for in the Prime Agreement. Terms and conditions of our original Prime Agreement will apply to this Contract Amendment.

We look forward to finalizing this Contract Amendment with the City of Wichita. Please feel free to contact us if you have questions.

Sincerely,

GLMV ARCHITECTURE, INC.



Mac McKee
Executive Vice President

MRM/cw

Enclosures

c (w/enc.): 1064.023/1.6/1.1.3/MRM



October 29, 2010

Narrative for Site Area 2

- Sidewalks around the perimeter including some patterns except for the south side of WaterWalk Place. The sidewalk on the west side of Water Street will be coordinated with WaterWalk's architect to allow for angled parking.
- Street lighting along the east side of Wichita from corner to corner. In addition, replace the short pole nautical lights on the north side of Dewey with taller poles and change the wattage on the lamps.
- Add the sign location and water element at the Waterman and Wichita intersection, similar to what was done at the Dewey and Main intersection. The actual sign is not included.
- No additional street lighting will be needed along Waterman.
- Sod along the backside of the sidewalks around the block with irrigation (where appropriate).
- Trees along the perimeter of the block and additional landscaping around the water element to match the Dewey and Main Street water element (as required).
- Coordination for the work above with the architect for WaterWalk.
- Landscaping to soften the edges of the pool around Waltzing Waters .
- Seeding of the building sites and broadcast irrigation (as required).
- Street furniture to include benches, trash receptacles, newspaper enclosures, directories, etc., quantities to be determined.
- Walkway with patterns, lighting, sound system and landscape east of Wichita providing access to the Waltzing Waters Fountain. We will coordinate the boundary with WaterWalk's architect.
- Speaker "towers" for the Waltzing Waters sound system.
- A pool for the Waltzing Waters fountain including space for the control panels and pump house for equipment to fill, drain and the filtration systems. In addition, precautions will be included to prevent the fountain from freezing for possible year round use.
- Construction administration for the project.

Items excluded:

- A sound system at the perimeter roads will not be included (like we did at Parcel 1).

City of Wichita
City Council Meeting
November 9, 2010

TO: Mayor and City Council Members

SUBJECT: 2009-2011 Teamsters Union Local 795 (Airport) Memorandum of Agreement

INITIATED BY: Human Resources Department

AGENDA: New Business

Recommendation: Approve the proposed 2009-2011 Memorandum of Agreement between the City and the Teamsters Union Local 795 (Airport).

Background: The City Negotiating Team and Teamsters Union Local 795 (Airport) have reached an agreement on a Memorandum of Agreement for 2009-2011. The union membership ratified the agreement.

Analysis: The agreement will be in effect from December 26, 2009 through December 23, 2011, and will maintain the 2.5% step increases for represented, eligible employees. There is no General Pay Adjustment (GPA) in the agreement.

The agreement contains the following language changes, including:

- Holiday pay for the last three holidays of 2010 and all of 2011 will be based on 17 hours a day instead of 15.
- Special duty pay for Transportation Safety Administration work will be phased out and become part of regular assignments for Safety Officers.

Traditionally, bargaining unit memoranda of understanding are three years in length. This is a two year agreement, retroactive to December, 2009, and will be renegotiated in 2011.

Financial Considerations: The agreement is consistent with the 2010 and 2011 Adopted budgets.

Goal Impact: This agreement affects the City's goal of Safe and Secure Community and Economic Vitality and Affordable Living.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: Approve the proposed 2009-2011 Memorandum of Agreement between the City and Teamsters Union Local 795 (Airport).

Attachment: Memorandum of Agreement.

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS



and

**Teamsters Union Local 795 (Airport)
Wichita, Kansas**



This Memorandum of Agreement is entered into by and between the City of Wichita, hereinafter referred to as the City or Employer, and Teamsters Union Local 795 (Airport), hereinafter referred to as the Union.

DATE EFFECTIVE: December 26, 2009

DATE ENDING: December 23, 2011

TABLE OF CONTENTS

	<u>Page</u>
MEMORANDUM OF AGREEMENT.....	1
ARTICLE 1 – RECOGNITION AND BARGAINING UNIT.....	1
ARTICLE 2 – MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	2
ARTICLE 3 – EMPLOYEE RIGHTS.....	3
ARTICLE 4 – NO STRIKE OR LOCKOUT.....	3
ARTICLE 5 – NON-DISCRIMINATION.....	4
ARTICLE 6 – UNION STEWARDS.....	4
ARTICLE 7 – PAYROLL DEDUCTION.....	5
ARTICLE 8 – GRIEVANCE PROCEDURE.....	6
ARTICLE 9 – COMPENSATION POLICY.....	8
ARTICLE 10 – INSURANCE AND RETIREMENT.....	11
ARTICLE 11 – PROBATION.....	11
ARTICLE 12 – INJURY LEAVE.....	11
ARTICLE 13 – SICK LEAVE WITH PAY.....	13
ARTICLE 14 – LEAVE WITHOUT PAY.....	15
ARTICLE 15 – CIVIL LEAVE.....	15
ARTICLE 16 – EMERGENCY LEAVE.....	16
ARTICLE 17 – VACATION LEAVE.....	16
ARTICLE 18 – HOLIDAYS.....	18
ARTICLE 19 – MILITARY LEAVE.....	19
ARTICLE 20 – FAMILY AND MEDICAL LEAVE.....	19

ARTICLE 21 – INTERPRETIVE PROVISIONS.....	19
ARTICLE 22 – SUBSTANCE TESTING.....	19
ARTICLE 23 – TEAMSTER PIN.....	19
ARTICLE 24 – DURATION AND TERMINATION.....	19
EXHIBIT A – SALARY RANGES	

MEMORANDUM OF AGREEMENT

BY AND BETWEEN:

THE CITY OF WICHITA, KANSAS

AND

TEAMSTERS UNION LOCAL 795 (AIRPORT)

WICHITA, KANSAS

This Memorandum of Agreement ("Agreement") is entered into by and between the City of Wichita, Kansas ("City") and Teamsters Union Local 795, affiliated with the International Brotherhood of Teamsters ("Union").

This Agreement is for a term:

Beginning December 26, 2009 and

Ending December 23, 2011

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT

1. Recognition and Bargaining Unit. The City recognizes the Union as the representative, as defined by the Public Employer-Employee Relations Act ("Act") and to the extent provided below, of all employees of the Airport Safety Division who are in the following bargaining unit:

Included: All full time and regular part time Airport Police and Fire Officers II, and Airport Police and Fire Officers I.

Excluded: Director of Airports, Director of Airport Operations, Chief of Airport Public Safety, Deputy Chief of Airport Public Safety, Airport Public Safety Supervisors (Shift Captains), Assistant Airport Public Safety Supervisors (Shift Lieutenants), and all other employees not specifically included;

to the extent the City has been granted control over such employees by the Wichita Airport Authority, as recognized and determined by the Kansas Supreme Court in Case No. 74,216 and certified by the Kansas Public Employee Relations Board in Case No. 75-UDC-1-1992 by Order dated December 24, 1996.

2. Employee. Whenever the term “employee” appears in this Agreement, it refers only to those employees included in the above bargaining unit, and for the employment matters covered by this Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Union acknowledges that the City and its management have certain exclusive statutory rights and responsibilities which they may not surrender and except as expressly provided otherwise by this Agreement or by law, the City shall retain its rights to make, amend or execute decisions and policies that are necessary to operate and maintain the City and its programs and to otherwise carry out its lawful rights and responsibilities. Nothing in this Agreement shall circumscribe or modify the existing statutory right of the City to:

1. The right to determine the services and level of services to be offered by the City of Wichita Kansas.
2. The right to establish or continue policies, practices and procedures for the conduct of operation of the City and from time to time change or abolish such policies, practices or procedures.
3. The right to determine and from time to time re-determine the types of operations, methods and processes to be employed.
4. The right to discontinue processes or operations or to discontinue their performance by employees of the City.
5. The right to determine the number and types of employees required.
6. The right to assign work to such employees in accordance with requirements determined by the employer.
7. The right to establish and change work schedules and assignments.
8. The right to schedule and assign overtime as determined necessary.
9. The right to transfer, promote or demote employees.
10. The right to lay off, terminate, or otherwise relieve employees for lack of work or other legitimate reasons.
11. The right to determine the fact of lack of work.
12. The right to discipline for proper cause.

13. The right to take such measures as the employer may determine necessary for orderly and efficient operation of the public service.

B. The above rights, responsibilities and prerogatives are inherent in the City of Wichita and its management by virtue of the statutes of the State of Kansas and cannot be subject to any grievance or arbitration proceedings except as specifically provided for in this Agreement.

ARTICLE 3 – EMPLOYEE RIGHTS

Employees shall have certain inherent rights as individuals which shall include, among other things, the right to form, join and participate in the activities of the Union of their own choosing. Employees shall also have the right to refuse to join or participate in activities of any Union. It is the right of an employee to seek relief to any problem as specified in the grievance procedure and the filing of a grievance shall not adversely affect the employee filing the grievance.

ARTICLE 4 – NO STRIKE OR LOCKOUT

Section 1: The Union agrees that neither it nor any of the employees in the bargaining unit will collectively or individually authorize, cause, ratify, condone, aid, take part in, render assistance to or support any strike, slowdown, work stoppage, sit-down, sympathy strike, boycott, picketing, or other interruption or interference of any operations, facilities, work or obligations of the City or the Wichita Airport. The term “strike” as used herein is defined by State law (K.S.A. 75-4322) as being the “an action taken for the purpose of coercing a change in the conditions, rights, privileges, or obligations of employment through the failure by concerted action with others to report for duty or to work at usual capability in the performance of the normal duties of employment.” The Union shall make a good effort to discourage conduct described in this Article.

Section 2: Any employee covered by this Agreement who participates in any activity prohibited by this Article may be discharged or suspended at the sole option of his or her employer, without recourse to the Grievance and Arbitration Procedure.

Section 3: The City shall not institute any lockout as defined by K.S.A. 75-4322(s) during the term of this Agreement.

Section 4: If it is necessary for any employee to cross picket line at any business in the furtherance of the employee’s duties, adequate provisions shall be taken by the City to ensure the employee’s safety, when necessary.

ARTICLE 5 – NON-DISCRIMINATION

The City and the Union agree not to discriminate unlawfully against any employee because of race, color, religion, sex, national origin, ancestry, age, disability, veteran status, marital status, or any other unlawful reason.

If any grievance is filed alleging a violation of this Article, and a complaint is also filed with any board, agency or court with concurrent jurisdiction concerning the same incident, the grievance shall be held in abeyance until the other board, agency or court has rendered its final decision. Regardless of the stage of proceedings in the grievance procedure, any responsive filing must be made within ten (10) calendar days of receipt by the employee of the decision of said other board, agency or court.

If the complaint is the subject of a prohibited practices complaint under the jurisdiction of the Public Employee Relations Board, said grievance and response time shall be held in abeyance until the Public Employee Relations Board has rendered its decision. Regardless of the stage of proceedings of the grievance procedure, any responsive filing must be made within five working days of the receipt by the union of the decision of the Public Relations Board. Nothing in this article shall relieve the employee or the Union of its responsibility to make initial filings under the grievance procedure within ten (10) work days of the occurrence of the grievance. Failure to file a grievance within the initial ten (10) work days of occurrence waives the right of the employee and the Union to grieve the matter after the Public Employee Relations Board has rendered its decision.

ARTICLE 6 – UNION STEWARDS

1. The employer recognizes the right of the Union to designate not to exceed three Union stewards, up to one for each shift.

2. The authority of Union stewards designated by the Union shall be limited to and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- B. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information
 - 1. have been reduced to writing, or
 - 2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to work, or any other interference with the employer's business.

3. The Union stewards shall not absent themselves from their place of work to attend to Union business and grievance matters without permission of their immediate supervisor. Requests for time to handle Union business matters shall be granted at the discretion of the department director or his/her designated representative. Such permission shall not be unreasonably withheld. Stewards may be granted up to two (2) 30 minute periods per month to attend to Union business matters as approved by the department director. The 30 minutes shall be used at the end of the shift unless the department director grants another time. Meetings shall occur within the Airport Public Safety Building which allows response to emergency conditions. When a steward is required to attend formal grievance hearings, the time shall not be assessed against the above-mentioned periods.

4. Employees engaged in grievance hearings during their actual working time will be eligible to receive time off from work with pay for the grievance hearing.

5. One (1) negotiating representative of the bargaining unit will be eligible to receive time off for the sole purpose of negotiations as approved by the department director or his/her designated representative. This time off will be limited to the actual meeting time on the days when both negotiating teams are in session or caucus, and the time off will be with pay for those negotiation sessions which occur at a time when the employee is scheduled to work, with the total hours paid not to exceed fifty (50).

6. The right to grant time off for Union business is the right of management. The department director or his/her designated representative of the employee requesting time off will decide if time off from work should or should not be granted, predicated on the provisions set forth in this Article and the requirements of the Airport, and the grant of time off may be rescinded if required by the circumstances.

ARTICLE 7 – PAYROLL DEDUCTION

A. The City agrees that whenever duly authorized by any employee on a form or forms appropriate for such purpose and consistent with the regulations established by the Human Resources Department, payroll deductions shall be made and paid over in accordance with such form or forms for any or all of the following purposes:

1. Donations to the Friendship Fund.
2. Premiums for employee health and life insurance benefits.
3. Deductions to the Wichita Federal Credit Union
4. Union Dues
5. Deferred Compensation

B. Any such authorized deduction shall become effective the pay period following the filing of the authorization form. If any employee wishes to withdraw from any deduction, the employee shall obtain a revocation card in accordance with the procedures established hereunder by the Human Resources Department. Such withdrawal shall become effective the pay period following the filing of the revocation card, with the exception of the deferred compensation requirements which may be different depending upon regulations.

C. The Union will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City due to any action taken or not taken by the City in good faith under the provisions of this Article. In no event shall the City be liable for any damages concerning the Union dues of employees other than the collection and forwarding of dues that are duly authorized by the employee.

ARTICLE 8 – GRIEVANCE PROCEDURE

1. A grievance is defined as any dispute involving the application or alleged violation of any provision of this agreement other than as stated herein. A Workday is defined as Monday through Friday, excluding holidays. The grievance procedures shall not apply to discipline referred to as a letter of counseling or verbal warnings.

2. Any grievance as defined by Section 1 of this Article shall be settled in the following manner:

- (a) The grievance shall be taken in writing to the employee's Division Director within (10) work days after the grievance occurs by the aggrieved employee and/or the union representative. The Division Director will render a decision within ten (10) work days.
- (b) If the employee is not satisfied with the decision of the Division Director, the employee and/or the union representative may appeal the grievance in writing delivered to the Department Director within five (5) work days from the date of receipt of the action by the Division Director. The Department Director will render a decision within ten (10) work days.
- (c) If the employee is not satisfied with the decision of the Department Director, the employee and/or the union representative may appeal the grievance by a signed letter delivered to the Employee Relations Officer within five (5) work days of the completion of step (b). The Employee Relations Officer shall require of the Department Director a letter to the Employee Relations Officer setting forth specific reason for the decision made by the Department Director.

- (d) The Employee Relations Officer shall, within fifteen (15) work days after receipt of the appeal letter from the employee, contact the employee organization, the employee and all supervisory personnel concerned, and attempt to resolve the grievance. The written results of the findings of the Employee Relations Officer will be given to the employee, the Union, and the Human Resources Director within fifteen (15) work days of the receipt of the employee's original letter. Upon verbal request of the ERO a five (5) day extension of the time limit may be granted.
- (e) If the grievant is not satisfied with the Employee Relations Officer's finding, the grievant may within ten (10) work days appeal the grievance to the Grievance Board. The Grievance Board shall consist of one person selected by the Union and one person selected by the City. The Employee Relations Officer and the Union Business Agent shall select a third person to act as chairperson. Any costs for the services of the chairperson shall be shared equally by the Union and the City.
 - (i) The purpose of the Grievance Board shall be to:
 - a. Investigate and determine facts;
 - b. Recommend settlement of the grievance consistent with the facts and the terms of the contract.
 - (ii) The Employee Relations Officer shall act as secretary to the Board, and shall handle all correspondence. The Board shall draw all necessary rules and regulations for conduction its fact-finding hearings. The rules and regulations shall provide for the grievant and the City to:
 - present evidence supporting their position;
 - call witnesses;
 - cross-examine witnesses;
 - be represented by counsel at the hearing;
 - provide for a record of the hearing.

Said rules and regulations shall be reviewed and approved by the Union and management. The recommendation of the Board shall be forwarded to the City Manager within ten (10) work days of the conclusion of the hearing.
- (f) The City Manager shall render a decision within ten (10) work days of receipt of the Grievance Board recommendation and his/her decision is final. In the event the City Manager reverses the recommendation of the

Grievance Board, the reason(s) and finding(s) will be provided to the grievant in writing.

- (g) When a matter subject to the grievance procedure has been grieved, and is then the subject of a prohibited practices complaint under the jurisdiction of the Public Employee Relations Board, said grievance and response time shall be held in abeyance until the Public Employee Relations Board has rendered its decision. Regardless of the stage of proceedings of the grievance procedure, any responsive filing must be made within five working days of the receipt by the union of the decision of the Public Employee Relations Board. Nothing in this article shall relieve the employee or the Union of its responsibility to make initial filings under the grievance procedure within ten (10) work days of the occurrence of the grievance. Failure to file a grievance within the initial ten (10) work days of occurrence waives the right of the employee and the Union to grieve the matter after the Public Employee Relations Board has rendered its decision.

ARTICLE 9 – COMPENSATION POLICY

A. A pay plan shall be provided for all employees in the classified service. The pay plan consists of a salary range for each position. Current salary ranges are attached as Exhibit A. Upon successful completion of law enforcement training and with satisfactory performance, employees with Airport Police and Fire Officer I classification shall be moved to Airport Police and Fire Officer II classification.

B. Longevity Pay. In consideration of long and faithful service, the City shall, in addition to regular salary, pay longevity pay to long-term employees. To receive longevity pay, the employee must have completed 6 years total accumulative service with the City. The monthly amount of this pay shall be \$2.00 per month times the employee's total years accumulative service with the City. For employees who have completed eleven (11) years total accumulative service with the City the amount shall be \$5.00 per month times the employee's total accumulative service with the City. Rehired employees drawing retirement benefits from any retirement plan of the City of Wichita shall be considered new employees and shall receive no credit toward longevity pay, vacation or sick leave for service prior to their retirement.

Rehired employees with prior creditable service will earn longevity pay based on their adjusted start-work date after completion of two years of service.

C. Any time an employee is off duty and is required to be available for duty, the employee is on standby status. While on standby, the employee is required to remain continuously available through communication with the department by telephone, pager or radio. Employees on standby will be compensated at the rate of \$.50 per hour. If an

employee is required to report for duty, standby pay of \$.50 per hour will be discontinued during hours actually worked or compensated for.

D. Each employee working a 24-hour shift shall be granted 4 Kelly Days with pay per year. Said Kelly Days shall be scheduled at the convenience of the Airport so as to maintain proper scheduling and shall be scheduled at 1 Kelly Day per quarter. A Kelly Day shall consist of one full 24-hour shift.

E. The employer agrees that in the event of a call back to work under department policy, because of an emergency, those employees shall receive time and one-half for all time worked with a minimum of 2 hours pay. Any employee called back within two hours prior to the start of their regular shift shall be paid for actual time worked prior to the start of their shift.

F. Employees required to appear for a job-related deposition, trial, court, other legal proceedings, or job required off duty training, during their off duty time shall be paid a minimum of 2 hours pay (40 hour personnel) or 3 hours pay (56 hour personnel), so long as the legal matter is a criminal or civil proceeding involving the city of Wichita, Kansas.

G. **Date of Pay.** Employees will be paid on a bi-weekly basis for all regular and constant staffing hour except overtime worked, including emergency call back hours, in that pay period. Payday shall be on a Friday following the regularly scheduled (2) week pay period. Overtime will be paid at the end of the 27-day pay period.

H. Payment shall be made to all employees prior to the end of the shift on payday. An employee who is separated or whose services are terminated may receive pay only on the next established payday

I. A 27-day work period is established for employees engaged in airport police and fire activities who are required to work a 24-hour shift. Overtime pay at the rate of time and one-half of the regular rate of pay, is mandatory for all hours worked over 165, during each 27-day work period for nonexempt employees. Leaves, excluding injury leave, will not be included in computing the 165 hours worked, even though the leave may have been paid leave.

J. Airport Police and Fire Officers will receive \$35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician course.

K. **Premium Pay.** In recognition that there may be situations whereby the Airport Department makes available off-duty volunteer Wichita Airport Police and Fire Officers for the use and benefit of another agency, and the Airport Department is reimbursed for expenses associated with an Airport Police and Fire Officer working a

“special duty”, a Premium Pay for such duty may be provided. This Premium Pay rate shall be:

TSA	\$27.10, or the employee’s overtime rate (the rate of time and one-half of the regular rate-of-pay for each individual at his or her current pay step), whichever is higher.
-----	--

Aircraft Manufacturing Companies	The rate of time and one-half of the regular rate-of-pay for each individual at his or her current pay step.
-------------------------------------	--

Such “special duty” includes, but shall not be limited to, the business arrangement between the Airport Department and the Transportation Security Administration (TSA), in which the Airport agrees to provide off-duty Wichita Airport Police and Fire Officers to and for the benefit of the TSA at the terminal security screening area, and the Airport Department is reimbursed by the TSA for such “special duty”. “Special duty” may also include but shall not be limited to, the business arrangement between the Airport Department and aircraft manufacturing companies, in which the Airport Department may agree to provide off-duty Wichita Airport Police and Fire Officers to and for the benefit of such companies for the purpose of providing fire protection services, and the Airport Department is reimbursed by the company for such “special duty”.

The union, employees and employer understand and agree that Premium Pay is for services provided outside of specified work periods and that this Premium Pay is not to be calculated as part of the regular hourly rate as permitted 29 U.S.C. 207 (e) and the applicable regulations. The union and employees understand that the employer has the right, and the present intention, to fold the T.S.A. Checkpoint duty into the normal/regular duties to be performed by those Airport Police and Fire Officers who are working their normal/regular assigned shift during the work period. When working TSA or other “special duties” during an assigned shift, Premium Pay will not be paid.

These rates may be periodically adjusted or amended between the Airport Department and other agencies for the provision of such “special duty” with a four hour minimum guarantee. (The four hour minimum does not apply to TSA work.)

The Airport Department Director reserves the right (“management right”) to make the sole determination of whether or not to engage or enter into any third-party business arrangements and the reimbursement or fees and charges terms therein. The Director further reserves the right to apply the Premium Pay.

This Agreement shall not have the effect of forcing the Airport Department to pay Premium Pay in the event that an agreement with TSA is terminated or expires. The Airport Department Director reserves the right to make the sole determination of whether or not to enter any such agreements.

L. Education Pay. Employees of the bargaining unit shall receive educational pay of \$50.00 per month for a baccalaureate degree and \$75.00 per month for a master's degree from a college or university accredited by an agency recognized by The Kansas Board of Regents and certified as eligible by the Human Resources Department. Employees of the bargaining unit are not eligible for tuition reimbursement.

M. Mandatory Overtime. Any Officer ordered to work shift overtime shall be determined by seniority, the least senior Officer on shift shall be the Officer required to work. No Officer shall be required to work more than 56 hours straight.

ARTICLE 10 – INSURANCE AND RETIREMENT

1. Insurance. The City will extend to all employee groups the same health insurance program(s) available to all full-time City employees. For those participating in the City plan, the City will pay 80% of the health insurance premium of the lowest cost plan offered by the City. The employee will pay 20% of health insurance costs of the lowest health insurance plan offered by the City and additional costs of any other health plan the employee group selects.

Participation in the health insurance program is optional with each employee.

2. Life Insurance. The City agrees to provide life insurance in the amount of two times the employee's base annual salary, rounded up to the next higher thousand (up to a maximum of \$150,000). The City and employees shall share equally in the cost of the life insurance plan. The life insurance program is optional with each employee.

3. Retirement Plan. Full-time employees shall come under the retirement system as set forth by the applicable City of Wichita ordinance. Union employees agree to be bound by any and all changes in the retirement system that are approved by the majority vote of all employees covered by the system.

ARTICLE 11 – PROBATION

A. The probationary period shall be twelve (12) months for new employees. The probationary period begins upon first day work after being appointed as an Airport Police and Fire Officer. The probationary period may be extended by the City for the length of time an employee has been injured on or off the job or had a serious illness and missed more than two (2) weeks of work. This extension of the probationary period shall not exceed sixty (60) calendar days and the employee shall be informed in writing concerning the extension of the probationary period.

B. An employee may be released at any time during the employee's probationary period, without cause and without recourse.

ARTICLE 12 – INJURY LEAVE

1. Full-time employees injured while performing their assigned duties may receive full salary for the first 90 consecutive days from the initial date of the injury; probationary employees will be paid in accordance with provisions set forth by State Statute. In no event will the employee be permitted to receive an amount greater than regular pay.

2. Injury leave of more than 90 consecutive days shall be handled in accordance with the provisions of the Workers' Compensation Act and employees shall use accrued sick leave and vacation leave to supplement Workers Compensation to allow employees to receive a check equivalent to their normal take-home pay. Benefits are not accrued on the portion of Workers' Compensation received. In the event all sick leave and vacation days are taken, the employee will then be paid according to the terms set forth in the workers' Compensation Act until the employee is released to return to work.

3. Employees on long-term injury leave will not receive merit increases. The advancement date will be adjusted by the length of time the employee is on injury leave.

4. Heart and lung disease may only be considered as an injury when it can be attributed to an act of duty which cause is in the nature of a traumatic experience.

Note: Traumatic experience is defined as an experience above and beyond the normal call of duty that causes the injury resulting in heart or lung disease.

5. Recurring Injury Leave. Recurring leave of absence relating to a previous injury shall be considered one and the same injury, if the injury occurs within 365 days, subject to administrative analysis and diagnosis of the injury reported by the attending physician. However, if recurring leave related to a previous injury is required after one year (365 days) from date of release by the physician and return to work, such leave will be treated as a new injury.

6. Official Certified Appointed Physician. The Risk Manager will provide department heads, division heads and the Union with name of the doctors appointed to handle cases coming under the Workers' Compensation Act.

An employee who sustains and injury while on the job shall first obtain permission from the employee's supervisor (which permission shall not unreasonably be withheld) before consulting or obtaining treatment for such injury from a physician, whether such physician is City appointed or the employee's personal physician. Worker's Compensation requires notification of the employer within ten (10) days of the injury.

In the event of a life-threatening injury, 911 should be called to dispatch emergency medical personnel to treat and transport the injured employee to the nearest approved medical facility.

7. Use of Unauthorized Physician. The City is not responsible or liable for any physician's bill for consultation or treatment of injuries which an employee sustains while the employee is not on the job.

If an employee on injury leave desires a second opinion, the employee may obtain a second opinion subject to the limitations of the Workers Compensation Act. Prior approval of the Workers Compensation Administrator is required. If the employee fails to obtain the Workers Compensation administrator's permission, the City shall not be liable or responsible to pay the physician's bill.

Nothing herein shall be construed to negate the provisions of the Kansas Workers' Compensation Act.

ARTICLE 13 – SICK LEAVE WITH PAY

1. Sick Leave. (For employees who work a 24-hour shift)
 - A. **Accrual.** Upon appointment to the position, employees shall accrue sick leave at the rate of 90 hours per year for the first five years of creditable service. Beginning year six and through year fifteen of creditable service, sick leave will be accrued at the rate of 180 hours per year. Beginning year sixteen of creditable service sick leave will be accrued at the rate of 210 hours per year (14 days per year). A day for sick leave accrual is 15 hours.
 - B. **Sick Leave Use.** Sick leave may be used for absences from work due to personal illness, off-the-job injury, dependent illness including paternity leave, and enforced quarantine.
 1. **Dependent Illness.** Sick leave may be used for illness of members of the employee's dependent family. Dependent family is defined as spouse, parent, children (including stepchildren). In addition, it includes any relative living in the employee's home. In no event may the employee charge in excess of seventy-two (72) hours per payroll year for dependent illness.
 2. **Enforced quarantine** in accordance with community health regulations.
 3. A probationary employee will not be paid for accrued sick leave used during the first six months of service. Payment for sick

leave for other than probationary employees is in accordance with established policies previously defined. The accumulation of sick leave is unlimited.

C. **Maternity Leave.** A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the employee's immediate supervisor, setting forth a date such leave is to begin, as soon as that date can be determined by the employee and the employee's physician. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release by the employee's physician. Maternity leave shall be charged against accrued sick leave, and the department director or the Human Resources Director may require the employee to be examined by a physician of the City's choice. If maternity leave extends beyond the employee's accrued sick leave, leave may be granted in accordance with policies governing sick leave without pay.

D. **Sick Leave and Other Benefits.** An employee shall not be eligible for sick leave without pay until the employee has exhausted all regular sick leave and vacation leave, provided the maximum sick leave without pay shall not exceed 60 calendar days. If an employee has used all vacation leave on account of sickness, the department director may grant a leave of absence without pay as provided in Article 14.

2. **Well Day.** An additional day of leave (8 hours for 40 hour, 5 days per week employees, or 10 hours for 40 hour, 4 days per week employees and 24 hours for 24 hour shift employees) shall be granted to an employee who has completed the payroll year as a full-time employee and who has not used more than 24 hours (for a 40 hour employee) or 36 hours (for a 24 hour employee) of sick leave in the preceding payroll year. Any employee who completed the previous payroll as a fulltime employee and who did not use any sick leave during the payroll year will receive one additional day of leave 8 hours or 10 hours for 40 hour week employees and 24 hours for 24 hour employees. Well day leave must be taken in increments of not less than one hour with prior approval of the immediate supervisor in accordance with the Airport Public Safety Department rules. Well day leave is granted the second pay period following the payroll year, is non-cumulative and is not charged against any leave accumulation.

3. **Reporting Sick Leave**

A. Prior to the employee's scheduled time to report for duty, the employee must notify the employee's immediate superior by telephone or messenger that the employee will not work that day.

B. Upon return to work the employee must file a Sick and Off-Duty Injury Report stating the reasons for the absence. The Sick Report

Form must be investigated and approved by the department and division head before being charged to sick leave.

- C. The Physicians Report Section of the Sick and Off-Duty Injury Report must be submitted when the leave extends beyond five (5) consecutive calendar days (60 hours) or can be required if an employee has 72 consecutive hours. A supervisor may request an employee to provide a Physician's Report if the employee has used less than 72 hours of sick leave in a calendar year if there is a pattern of undocumented sick leave use or any abuse that substantiates such a request. Employees are required to keep their supervisor apprised of their progress and anticipated return to work. When an employee have been on sick leave for ten (10) work days, the employee may be required to be examined by a physician the City designates at the City's expense.

4. Copies of any forms required under this provision or any other provisions of this contract will be furnished to the Union by the City.

ARTICLE 14 – LEAVE WITHOUT PAY

1. If an employee has exhausted all regular sick leave and all accrued vacation leave, the employee may be granted sick leave without pay, upon approval of the department director, for a period not to exceed sixty (60) calendar days. The sixty-day period may be extended by the City Manager upon recommendation of the department director.

The procedure for reporting sick leave without pay is the same as for reporting sick leave with pay.

2. Other Leaves Of Absence Without Pay. The City may grant leaves of absence without pay of up to sixty (60) calendar days, upon approval of the department director. However, this period may be extended by the City on the recommendation of the department director. Leave of absence without pay will not be granted until all vacation leave has been exhausted.

Requests for leave for personal reasons shall be submitted in writing to the division or department director, stating reasons for the request, the date the leave shall begin and the probable date of return.

Requests for leave under the Family and Medical Leave Act should be made to the employee's immediate supervisor at least 30 calendar days prior to the commencement of the leave, or as soon as practical/possible in the case of unplanned emergencies. Application forms are available in the Human Resources Department.

ARTICLE 15 – CIVIL LEAVE

1. Upon receipt of an order requiring the employee to report for Jury Duty, the order will be shown to the immediate supervisor.
2. Pay received by an employee for Jury Duty will be turned in to the city Treasurer's Office. An employee will not be required to return money that is received as reimbursement for travel and meals while serving on Jury Duty.
3. An employee is not required to return money received for Jury Duty or being a subpoenaed witness when performed on a regular day off, or on Vacation, Personal Holiday, or Well Day Leave. Employees are expected to return to work on scheduled work days after being released from jury duty.
4. On receipt of an order requiring an employee to make a court appearance, arrangements must be made by the employee with his/her supervisor to get permission to comply with the order.
5. Employees appearing in an official capacity for the City of Wichita or appearing as an expert witness for the City of Wichita will be on leave of absence with pay. Pay received from the court will be turned in to the City Treasurer's Office.
6. If an employee is involved in a personal court case, either as plaintiff, defendant, or subpoenaed as a witness, not involving employment with the City or a proceeding where the employee is a defendant in a criminal action or a plaintiff in a civil action against the City of Wichita, he/she may be granted leave, but the time taken off must be charged either to Vacation, Personal Holiday, or Well Day Leave.
7. An employee's supervisor may grant an employee time off to vote only if his/her work hours on election day make it impossible to vote without leave time.

ARTICLE 16 – EMERGENCY LEAVE

A. In the event of a death in an employee's immediate family, the employee may be allowed a leave of absence with pay up to a maximum of five (5) work days (48 hours for 24 hour employees) within the two week period immediately following the death of an immediate family member for the purpose of attending the funeral. Immediate family member is defined as an employee's spouse, children, step-children, parents, stepparents, state approved foster child, or any relative living in the employee's home. For the death of a father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, daughter-in-law or, son-in-law, the employee may be allowed a leave of absence up to a maximum of three (3) work days (36 hours for 24 hour employees) to be taken within a two week period immediately following the death of any of these person. This leave must be approved by the department director and is not charged against any

leave accumulation. The Department Director has the right to request proof of relationship and attendance at the funeral.

B. An employee who is unable to work because of a death in the immediate family must, prior to the employee's scheduled time to report, notify his/her office or immediate supervisor.

ARTICLE 17 – VACATION LEAVE

1. City employees earn vacation on the basis of credited service in accordance with the following:

- A. All full-time employees earn vacation benefits.
- B. Vacation leave will be earned on hours in pay status, exclusive of overtime, and will be calculated at the time the payroll is processed.
- C. Base hours for computing vacation leave are 2912 per year for employees in the bargaining unit.
- D. The rate at which vacation leave is earned is determined by the start-work date or adjusted start-work date.
- E. Employees with prior creditable service are not eligible to earn vacation leave based on their adjusted start-work date until after completion of two years service.
- F. Vacation leave may not be taken in advance of vacation earned, nor prior to completion of the probationary period. Employees must have satisfactorily completed their probationary appointment and have been removed from probationary status before being eligible to take vacation or being paid for terminal vacation.
- G. Vacation leave for bargaining unit employees who work a 24-hour work shift is accrued at approximately the following rate:

<u>Years of Service</u>	<u>15 Hour Days Earned Per Year</u>
-------------------------	---

All Employees:

Less than 5	12
5, 6, 7, 8, 9	15
10, 11, 12, 13, 14	17
15	18
16, 17, 18, 19	20
20	21
21	24
22 or more	25

- H. An employee who goes on military leave for extended-active duty, or is terminated will be paid for any unused vacation leave. Employees on military leave may choose to leave their unused vacation leave until they return to work or be paid for the accrued vacation at the time they start military leave. Employees must complete their probationary appointment to be eligible to receive terminal vacation pay.
- I. Vacation leave is scheduled in the department according to the policies established by the department director. Vacation may not be taken in excess of the hours appearing on the payroll stub. Vacation leave may be taken in thirty-minute increments by employees, unless precluded by department policy.
- J. Employees who have retired under either retirement system and who are re-employed will not receive credit for any prior service toward longevity vacation. The date of re-employment will serve as the date for computing longevity vacation.
- K. Employees are allowed to accumulate and carry forward each year only up to a total of 360 hours of vacation leave. Employees will be required to use or lose vacation accrued in excess of 360 hours before the end of the pay period in which their anniversary date occurs.

ARTICLE 18 – HOLIDAYS

- A. Employees of the City of Wichita in the bargaining unit and represented by the Union, shall receive holidays with pay for all legal holidays observed by the City. The City has adopted the federal long weekend plan and observes Martin Luther King, Jr. birthday holiday on the third (3rd) Monday in January; Presidents' Day on the third (3rd) Monday in February. Memorial Day will be observed on the last Monday in May.

B. Legal Holidays Observed

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Personal Holiday*	

*Personal Holiday may not be taken until completion of six months of service. For 2010 a personal holiday is 15 hours. For 2011 a personal holiday is 17 hours.

C. Working Holidays

An employee on a 24-hour shift will receive, in addition to regular pay for time worked, an amount of pay equal to 15 hours times the equivalent hourly rate of the employee's salary as holiday pay. Employees who are off on the holiday will receive 15 hours times the equivalent hourly rate of the employee's salary as holiday pay.

For all holidays on or after November 24, 2010, in addition to regular pay for time worked, an employee will receive an amount of pay equal to 17 hours times the equivalent hourly rate of the employee's salary as holiday pay. Employees who are off on the holiday will receive 17 hours times the equivalent hourly rate of the employee's salary as holiday pay.

ARTICLE 19 – MILITARY LEAVE

Requests for military leave will be handled in accordance with the applicable law, Title 38, U.S. Code 2021 et seq.

ARTICLE 20 – FAMILY AND MEDICAL LEAVE

The City and the Union agree to comply with the provisions of the federal Family and Medical Leave Act. The exact provisions concerning the leave would be those outlined in the City's Administrative Personnel Policy and Procedure Manual.

ARTICLE 21 – INTERPRETIVE PROVISIONS

Section 1: It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws. Should any part of this Agreement be declared in conflict with any applicable law, judicial decision, rule or regulations, or are held invalid by a court of competent jurisdiction, such part shall be null and void, but

the rest and remainder of this Agreement shall not be affected and shall remain in full force and effect, and the parties shall enter into negotiations for the sole purpose of redrafting a mutually satisfactory replacement for such provision so affected.

Section 2: All practices and conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to applicable charter, ordinances, rules and regulations or policies of the City or the Wichita Airport Authority.

ARTICLE 22 – SUBSTANCE TESTING

All employees shall be subject to random drug and alcohol testing according to the City of Wichita non-DOT safety sensitive drug and alcohol testing policy.

ARTICLE 23 – TEAMSTER PIN

Members of the Local Union shall be allowed to wear the Union lapel pin approved by the Union and the City. The Airport Chief will determine where on the uniform the pin may be worn.

ARTICLE 24 – DURATION AND TERMINATION

Section 1: This Agreement shall take effect as of December 26, 2009 and continue in full force and effect through December 23, 2011. By mutual agreement between the parties, any provisions of this Agreement may be opened for change or modification. Any subsequent statements of understanding which result from such reopening shall be set forth and made an amendment to this Agreement, and when ratified by the parties shall constitute a change in policy.

Section 2: Subject to the provisions of the Act, meet and confer proceedings for 2012 shall commence on or before July 1, 2011, the parties mutually agree to commence meeting at a different date.

IN WITNESS WHEREOF THE CITY and THE UNION have hereunto set their hands this _____

For the City of Wichita

For Teamsters Union Local 795

Robert Layton, City Manager

Terry Constant, Business Representative

Carl Brewer, Mayor

APPROVED AS TO FORM:

Attest:

Gary Rebenstorf, Director of Law

Karen Sublett, City Clerk

Exhibit A

Airport Police and Fire Officer I - Range 691 (2912)

Pay Scale

2010 - 2011 Wages Effective December 26, 2009

Airport Police and Fire Officer I - Range 691 (2912)

Pay Scale

Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
2011	12.0518	12.3530	12.6619	12.9785	13.3030	13.6355	13.9763	14.3258	14.6839	15.0510	15.4273	15.8129	16.2082	16.6134	17.0287

Airport Police and Fire Officer I - Range 691 (2080)

Pay Scale

Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
2011	16.8725	17.2943	17.7266	18.1698	18.6240	19.0896	19.5669	20.0560	20.5574	21.0714	21.5981	22.1381	22.6916	23.2588	23.8402

Airport Police and Fire Officer II - Range 692 (2912)

Pay Scale

Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
2011	13.2569	13.5883	13.9281	14.2764	14.6331	14.9990	15.3739	15.7583	16.1523	16.5560	16.9700	17.3943	17.8291	18.2747	18.7318

Airport Police and Fire Officer II - Range 692 (2080)

Pay Scale

Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
2011	18.5597	19.0236	19.4993	19.9868	20.4864	20.9986	21.5236	22.0617	22.6132	23.1785	23.7580	24.3520	24.9606	25.5847	26.2244

City of Wichita
City Council Meeting
November 9, 2010

TO: Mayor and City Council Members

SUBJECT: 2010-2011 SEIU Memorandum of Agreement

INITIATED BY: Human Resources Department

AGENDA: New Business

Recommendation: Approve the proposed 2010-2011 Memorandum of Agreement between the City and the Service Employees International Union (SEIU) Local 513.

Background: The City Negotiating Team and SEIU Local 513 have reached an agreement on a Memorandum of Agreement for 2010-2011. The union membership ratified the agreement.

Analysis: The agreement will be in effect from December 25, 2010 through December 23, 2011 and will maintain the 2.5% step increases for represented, eligible employees. There is no General Pay Adjustment (GPA) in the agreement.

The agreement contains the following language changes, including:

- Acting pay will be provided for employees in temporary assignments lasting three months or longer retroactive to the first day.
- Employees in positions reclassified to a higher pay range will receive a minimum 3% increase and employees in positions reclassified to a lower range will have their wages reduced.

Traditionally, bargaining unit memoranda of understanding are three years in length. This is a one year agreement, to be renegotiated in 2011.

Financial Considerations: The agreement is consistent with the 2011 Adopted budget.

Goal Area Impact: This agreement, which covers the majority of the City's represented employees, affects the city's goals of Quality of Life, Safe and Secure Community, Core Areas and Neighborhoods, Economic Vitality and Affordable Living, Efficient Infrastructure, and Internal Perspectives.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: Approve the proposed 2010-2011 Memorandum of Agreement between the City and Service Employees International Union Local 513.

Attachment: Memorandum of Agreement.

MEMORANDUM OF AGREEMENT

By and Between

The City of Wichita, Kansas



and

Service Employees International Union Local 513 AFL-CIO, CLC
Wichita, Kansas



This Memorandum of Agreement is entered into by and between the City of Wichita, hereinafter referred to as the City or Employer, and Service Employees International Union Local 513 AFL-CIO, CLC, hereinafter referred to as the Union.

Date Effective December 25, 2010

Date Ending December 23, 2011

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
1.00	Preamble	1
2.00	Recognition	1
3.00	Management Rights	2
4.00	Employee Rights	2
5.00	No Strike - Lockout	2
6.00	Nondiscrimination	3
7.00	Stewards	3
8.00	Payroll Deduction	4
9.00	Grievance Procedure	4
10.00	Monetary Benefits and Allowances	7
11.00	Insurance and Retirement	9
12.00	Seniority - Divisional	9
13.00	Job Classifications	11
14.00	Probation	11
15.00	Time Off for Employee Organization Business	12
16.00	Injury Leave	13
17.00	Sick Leave With Pay	14
18.00	Leaves of Absence Without Pay.....	16
19.00	Bereavement Leave	17
20.00	Vacation Leave	17
21.00	Holidays	18
22.00	Military Leave	19
23.00	Employee Breaks and Lunch Periods	19
24.00	Labor/Management Committee	20
25.00	Bulletin Boards	20
26.00	Safety	20
27.00	General Provision	21
28.00	Substance Testing.....	22
29.00	Duration and Termination	23

Signature Page	23
Appendix A. Pay Matrix.	24
Appendix B. PERB Unit Determination.	25

PREAMBLE

1.00. This statement of understanding is made and entered into following meetings as specified in the Kansas Public Employee Relations Act. It is the desire of the parties to develop a harmonious and cooperative relationship that provides for mutual interests and efficient services for the citizens of Wichita.

This agreement has been ratified by the City of Wichita, Kansas, hereinafter called the "City" and Service Employees International Union Local #513 AFL-CIO, hereinafter called "the Union." This agreement shall constitute City policy for employees represented by Service Employees International Union Local #513.

The agreement between the City and the Union is to be for one year. This agreement is for the period beginning December 25, 2010, and ending December 23, 2011. By mutual agreement between the Union and the City, this agreement may be opened as to change or modification. Any subsequent statements of understanding which result from such reopening shall be set forth and made an amendment to this agreement and, when ratified by the Union and the City, shall constitute a change in policy for members represented by the bargaining unit.

RECOGNITION

2.00. The City recognizes the Union as the exclusive representative for the purpose of meeting and conferring and the settlement of grievances for those employees designated in the bargaining unit.

2.10. The bargaining unit consists of all full-time employees of the City of Wichita, as defined by the Act, who are not exempted as confidential, supervisory or professional employees. In accordance with the order of the Public Employees Relations Board of June 14, 1991, as amended and agreed to by Service Employees International Union #513 and the City of Wichita upon annual review, incorporated therein by reference, or who are not further excluded pursuant to the May 14, 1991, PERB order and amendments thereto because they are employees of one of the following:

Library Board
Art Museum Board
Metropolitan Area Planning Department
Wichita-Valley Center Flood Control Project
Wichita Transit
Employees Represented by FOP, Local #5
Employees Represented by IAFF, Local #135
Employees Represented by Teamsters, Local #795

2.20. The June 14, 1991, PERB Unit Determination order and June 14, 1991, agreement excluding supervisory, confidential and professional employees are hereby incorporated by reference as though fully set out and contained herein. Appendix B reflects the 1991 Unit Determination with agreed to modifications.

2.30. This Agreement does not apply to part-time and limited employees.

MANAGEMENT RIGHTS

3.00. The Union recognizes that except to the extent abridged by provisions of this Agreement, the City reserves and retains all of its rights to manage its own affairs. The rights of Management which are not abridged by this Agreement shall include, but are not limited to: its right to determine the services and level of services to be offered by the City of Wichita, Kansas, to establish or continue policies, practices and procedures for the conduct of the operation of the City and from time to time change or abolish such policies, practices and procedures; the right to determine and from time to time to re-determine the types of operations, methods, and processes to be employed; to discontinue processes or operation or to discontinue their performance by employees of the City; to determine the number and types of employees required; to assign work to such employees in accordance with requirements determined by the employer; to establish and change work schedules and assignments; to schedule and assign overtime as determined necessary; to transfer, promote or demote employees, or lay off, terminate or otherwise relieve employees for lack of work or other legitimate reasons; to determine the fact of lack of work; to discipline for just cause; and otherwise to take such measures as the employer may determine to be necessary for orderly and efficient operation of the public service.

The above rights, responsibilities and prerogatives are inherent in the City of Wichita and its management and cannot be subject to any grievance or arbitration proceedings except as specifically provided for in this Agreement.

EMPLOYEE RIGHTS

4.00. Public employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of meeting and conferring with public employers or their designated representative with respect to grievances and conditions of employment. Public employees also shall have the right to refuse to join or participate in the activities of the Union.

NO STRIKE - LOCKOUT

5.00. The Union shall not authorize, cause, aid, ratify, condone nor shall any bargaining unit employees take part in, aid, render assistance to, or support any strike, sit-down, slowdown, stoppage of work, boycott, picketing or other interruption of work at any facilities or in the operation of the City.

5.10. The City shall not institute any lockout as defined by K.S.A. 75-4322(s) during the term of this Agreement.

5.20. If it is necessary for any employee to cross a picket line at any business in the furtherance of the employee's duties, adequate precautions shall be taken by the City to insure the employee's safety when necessary.

NONDISCRIMINATION

6.00. No employee shall be discriminated against because of race, color, national origin, age, sex, religion, ancestry, sexual orientation, disability, marital status, political affiliation or other non-merit factors or because of union activity or non-union activity by either the City or the Union.

If any grievance is filed under this section and any complaint is filed with any other board, agency or court with concurrent jurisdiction concerning the same incident, said grievance and response times shall be held in abeyance until the other board, agency or court has rendered its decision. Regardless of the stage of proceedings in the grievance procedure, any responsive filing must be made within five (5) days of receipt by the employee of the decision of said other board, agency or court.

STEWARDS

7.00. The employer shall recognize only the job stewards and alternates, not to exceed one per 30 employees in the unit, whose names have been submitted to the City in writing by the Union.

7.10. The authority of job stewards and alternates so designated by the employee organization shall be limited to and shall not exceed the following duties and activities while in pay status:

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the union or its officers, provided such messages and information:
 - (1) have been reduced to writing; or
 - (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to work or any other interference with the employer's business.
- (c) Other duties as specifically provided for in this Agreement

7.15. The job stewards shall not absent themselves from their place of work to attend to union business and grievance matters without the permission of their immediate supervisor. Requests for time to handle union business and grievance matters, below the level of the Employee Relations Officer, shall be granted at the discretion of the immediate supervisor. Such permission shall not be unreasonably withheld. Stewards shall be granted not to exceed three (3), forty five (45) minute periods per work week to attend to union business and grievance matters at the Division and Department level. The forty five (45) minutes shall be used at the end of the shift unless the immediate supervisor grants another time.

PAYROLL DEDUCTION

8.00. The City agrees that, whenever duly authorized by any employee on a form or forms appropriate for such purpose and consistent with the regulations established by the Human Resources Department, payroll deductions shall be made and paid over in accordance with such form or forms for any or all of the following purposes:

- (a) Donations to the Employee Assistance Fund.
- (b) Premiums for employee benefits.
- (c) Deduction to Wichita Federal Credit Union.
- (d) Union dues.
- (e) Deferred compensation.
- (f) And any other deduction approved by Union and the City.

8.10. Any such authorized deduction shall become effective following the filing of the authorization or revocation card in accordance with procedures established hereunder by the Human Resources Department. An employee's item (d) deduction shall continue until employment is terminated or by providing written notice to the employer during the month of December. The union dues deduction will be discontinued the first pay period following January 1 if possible.

8.20. The union will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City due to any action taken or not taken by the City in good faith under the provisions of this article. In no event shall the City be liable for any damages concerning the Union dues of employees other than the collection and forwarding of dues that are duly authorized by the employee.

GRIEVANCE PROCEDURE

9.00. A grievance is defined as any dispute involving the application or alleged violation of any provision of this Agreement other than as stated herein. The grievance procedure shall not apply to discipline referred to as a letter of counseling or a verbal warning. In situations involving either letters of counseling or verbal warnings, the Employee Relations Officer may be asked to verify the existence of the policy or practice which was the basis for the letter of counseling or verbal warning. A work day is defined as Monday through Friday, excluding holidays.

9.10. Any grievance as defined by Section 9.00 of this article shall be settled in the following manner:

- (a) The grievance shall be taken in writing to the employee's division director within ten (10) work days after the grievance occurs or within ten (10) work days after notification

of written reprimand, suspension, demotion, or termination by the aggrieved employee and/or union representative. The division director will render a decision within ten (10) work days. A copy of the grievance response will be mailed and faxed or e-mailed to the SEIU office within this ten (10) workday period.

If the Division Director is the person who administered and conducted the disciplinary hearing that led to the grievance, then the grievance will go directly to the Department Director.

- (b) Should the grievance not be resolved by the division director the employee and/or the union representative may take the grievance to the Department Director. The employee and/or the union representative must initiate the grievance in writing to the Department Director within ten (10) workdays from the date of receipt of the action of the division director. The Department Director will render a decision within ten (10) workdays. A copy of the grievance response will be mailed and faxed or e-mailed to the SEIU office within this ten (10) workday period.
- (c) Should the grievance not be resolved by the Department Director, the employee may, within ten (10) workdays of the completion of step (b), put the grievance in the form of a signed letter and send it to the Employee Relations Officer. The Employee Relations Officer shall require of the Department Director a letter to the Employee Relations Officer setting forth specific reasons for the decision made by the Department Director. This letter must be submitted to the Employee Relations Officer within ten (10) workdays.
- (d) The Employee Relations Officer shall, within ten (10) workdays after receipt of the letter from the employee, contact the employee organization, the employee and all supervisory personnel concerned, and attempt to resolve the grievance. The written results of the findings of the Employee Relations Officer will be given to the employee, the employee organization, and to the Human Resources Director within fifteen (15) workdays of the receipt of the employee's original letter. Upon verbal request of the ERO a five (5) day extension of the time limit may be granted. A copy of the ERO's grievance response will be mailed and faxed or e-mailed to the SEIU office within this fifteen (15) workday period.
- (e) If the grievant is not satisfied with the Employee Relations Officer's finding, the grievant may within ten (10) work days appeal the grievance to the Grievance Board. The Grievance Board shall consist of two (2) persons selected by the Union and two (2) persons selected by the City. The Employee Relations Officer and the Union Business Agent shall select a fifth person to act as chairperson. Any costs for the services of the chairperson shall be shared equally by the Union and the City.

(1) The purpose of the Grievance Board shall be to:

- a. Investigate and determine facts;

- b. Recommend settlement of the grievance consistent with the facts and the terms of the contract.

(2) The Employee Relations Officer shall act as secretary to the Board, and shall handle all correspondence. The Board shall draw all necessary rules and regulations for conducting its fact-finding hearings. The rules and regulations shall provide for the grievant and the City to:

- present evidence supporting their position.
- call witnesses.
- cross examine witnesses.
- be represented by counsel at the hearing.
- provide for a record of the hearing.

Said rules and regulations shall be reviewed and approved by the Union and management. The recommendation of the Board shall be forwarded to the City Manager within ten (10) work days of the conclusion of the hearing.

- (f) The City Manager shall render a decision within ten (10) work days of receipt of the Grievance Board recommendation and his/her decision is final. In the event the City Manager reverses the recommendation of the Grievance Board, the reason(s) and finding(s) will be provided to the grievant in writing.
- (g) In cases of termination, the grievant may proceed directly to step (d) of this procedure within ten (10) days from the employee's receipt of termination notice.

9.15. When a matter subject to the Grievance Procedure has been grieved, and is then the subject of a prohibited practices complaint under the jurisdiction of the Public Employee Relations Board, said grievance and response time shall be held in abeyance until the Public Employee Relations Board has rendered its decision. Regardless of the stage of proceedings of the Grievance Procedure, any responsive filing must be made within five work days of the receipt by the union of the decision of the Public Relations Board. Nothing in this article shall relieve the employee or the Union of its responsibility to make initial filings under the grievance procedure within ten (10) work days of the occurrence of the grievance. Failure to file a grievance within the initial ten (10) work days of occurrence waives the right of the employee and the Union to grieve the matter after the Public Employee Relations Board has rendered its decision.

9.20. Any letter of disciplinary action to be placed in an employee's personnel file shall specify the date when the letter is to be removed from the file (provided no subsequent discipline has been imposed during said period), or if appropriate, specify that the letter is permanent and shall not be removed from the file. Records of discipline involving no loss of pay will remain in an employee's file for one year from the date of the violation and will be removed at the employee's request if no other violations have occurred in that time period. Disciplinary action resulting in a loss of pay, injury to an employee, or damage to City property/ property of the general public/ City equipment/ equipment of the general public becomes part of the employee's personnel record.

9.30. When employees are scheduled by their supervisor and/or any other superior within their department, to attend a meeting concerning disciplinary action, or before a Safety Review Board, the person scheduling them shall advise them that they have the right to have a union representative attend the meeting with them. The employee will be allowed an appropriate amount of time for scheduling a union representative, overnight if necessary.

9.35. Unpaid Suspensions. Employees receiving discipline in the form of unpaid suspensions from one (1) to five (5) days, may choose to continue to work by forfeiting the appropriate number of accrued paid vacations days in lieu of the unpaid suspension, not to exceed ten (10) working days per calendar year.

MONETARY BENEFITS AND ALLOWANCES

10.00. Wages. Effective the first pay period in 2011 wages shall be frozen as set forth in Appendix A for the duration of the agreement.

10.10. Overtime. Nonexempt employees will be paid at the rate of time and one-half for all hours worked in excess of forty (40) hours per week.

Except for holidays (Personal Holiday not included), injury leave and jury duty, leaves of absence will not be included as hours worked when computing eligibility for overtime even though the leave may have been paid leave. However, if an emergency exists as determined by the employee's division director, the employee shall receive overtime pay at the rate of time and one-half of the regular rate of pay, providing that the employee is in pay status for the 40-hour work week. An emergency is defined as any situation that may result in damage or loss of property, injury to the public or endangerment to the public health.

An employee assigned to a ten- hour or twelve-hour day, who takes such work day as a Personal Holiday, shall be paid ten or twelve hours pay for said Personal Holiday, but the Personal Holiday shall not be considered as hours worked for overtime purposes.

10.20. Work Week - Defined. For the purpose of this Agreement, a work week shall be defined as a 7-day period commencing at 12:01 a.m. Saturday, and ending at 12:00 midnight on Friday.

10.30. Standby Pay. An employee who is on standby and is required to be available for duty, is required to carry a pager or any communication device. If an employee is required to report for duty, standby pay of \$1.00 per hour will be continuous and be paid in addition to the hours actually worked.

10.31. Call Back. An employee on standby, who is called back to duty, shall be

guaranteed two hours pay at the regular rate. Employees who are not on standby, but who are called back to duty, shall not be subject to discipline if not available.

10.40. Within-Range Salary Increases. Frequency of Increases - Within range increases from A to B step, B to C step, C to D step, D to E step, E to F step, and F to G step, G to H step, H to I step, I to J step, J to K step, K to L step, L to M step, M to N step, and N to O step may be granted after 12 months of satisfactory service in step.

10.45. Merit Pay. The pay plan adopted by the City is a merit system. The union recognizes that merit increases are granted upon satisfactory completion of the required time in grade for each step and for work performance that meets or exceeds expectations of the position. The union recognizes that merit increases may also be deferred for work performance reasons. However, when a merit increase has been approved by the division/department and has not been processed so that the employee receives his/her increase at the scheduled pay period effective date, and where the processing delay was due to no fault of the employee, or circumstances beyond the control of the City, the employee shall be paid retroactively to the scheduled date of the increase. Exceptions must be approved by the Human Resources Director.

10.46. Promotion. Employees who are promoted will be placed on the step of their new range on the salary schedule at the step that provides them at least a 3% pay increase.

10.47 Acting Pay. An employee who is temporarily reassigned to perform the duties of a higher pay range for three consecutive months will receive at least a 3% pay increase retroactive to the start date of duties of the higher classification. The employee's pay will revert to the proper pay level in the job classification when reassigned to their former duties. The employee's merit anniversary date will not change as a result of temporary reassignment and the employee will receive all merit increases for job performance that meets expectations.

10.48. Reclassification. Employees who are reclassified to a higher pay range will be placed on the step of their new range on the schedule at the step that provides them at least a 3% pay increase. If a position is reclassified to a lower level, and the incumbent employee's pay is more than the maximum salary in the new range, the pay will be reduced to the maximum for the new pay range. Employees reclassified to a lower pay range whose pay is below the range maximum of the new pay range will be placed on the step with pay closest to their current pay that is not a wage increase.

10.50. Shift Differential. Employees shall receive \$.75 per hour for time actually worked between 6:00 p.m. and 6:00 a.m. Payment shall be for time worked in increments of every 6 minutes. If employees work more than half the time between six minute segments, they are paid at the next highest 6 minute segment. (e.g., If they work 9 minutes they are paid for 6 minutes of shift differential. If they work 10 minutes they receive 12 minutes of shift differential.)

10.60. Longevity Pay. In consideration of long and faithful service, the City shall, in addition to regular salary, pay longevity pay to long-term employees. To receive

longevity pay, the employee must have completed 6 years' total accumulative service with the City. The monthly amount of this pay shall be \$2.00 per month times the employee's total years accumulative service with the City. For employees who have completed eleven (11) years total accumulative service with the City the amount shall be \$5.00 per month times the employee's total accumulative service with the City.

Rehired employees with prior creditable service will earn longevity pay based on their adjusted start-work date after completion of two years of continuous fulltime service after re-employment.

10.70. Dates of Pay. Employees will be paid on a biweekly basis. The pay day shall be on the Friday following the regularly-scheduled two-week pay period, and shall include pay for all time worked during the pay period. When the pay day falls on a regularly-established holiday, employees shall receive payment the preceding day. Payments shall be made available to all employees prior to the end of the shift on pay day. Employees who are separated or whose services are terminated may receive their pay only on the next established pay day.

10.80. Allowances - Automobile Expense. Employees shall be reimbursed for all travel and business expense in accordance with the City's administrative policies and regulations governing reimbursements.

INSURANCE AND RETIREMENT

11.00. Health Benefits. The City will extend to all employee groups the same health insurance plan available to all full-time City Employees. For those participating in the City plan, the City will pay at least 80% of the health insurance premium of any health insurance plan offered by the City. The employee will pay up to 20% of health insurance costs of any health insurance plan offered by the City.

Participation in the health insurance plan is optional with each employee.

11.05. Life Insurance. The City agrees to provide group life insurance in the amount of two times the employee's base annual salary, rounded up to the next higher thousand. The City and employees shall share equally in the cost of the life insurance plan. The life insurance program is optional with each employee.

11.10. Retirement Plan. Full-time employees shall come under the retirement system as set forth by City of Wichita ordinance. Union employees agree to be bound by any and all changes in the retirement system that are approved by the majority vote of all employees covered by the system.

SENIORITY--DIVISIONAL

12.00. Seniority shall be defined as length of continuous service with the City.

12.10. Divisional seniority is the length of time an employee has been in a division.

- (a) Divisional seniority shall control in case of shift change, transfer of location within the division, vacation scheduling and overtime rotation. Should realignment of City structure occur where employees would have to transfer from one division to another, divisional seniority will be considered. Seniority will be the determining factor in promotions when all other factors considered in determining the best qualified employee are equal.
- (b) Layoffs – When a reduction in force becomes necessary because of phase-out of a program, reduction in funds or other similar reason, the following procedure will apply:
 - (1) The Department Director will identify the specific number and type of job classifications to be reduced.
 - (2) The Human Resources Department will develop a ranked list of employees in the affected job classification. Employees will be selected on the basis of inverse order of seniority with the City. Performance appraisals may be used if employees have same city seniority.
 - (3) The list of job classifications and names of employees selected will then be submitted to the Human Resources Director. The Human Resources Director will obtain the approval of the Appointing Authority prior to lay-off. The Union will be provided a copy of the list of any bargaining unit employees selected for lay-off.
 - (4) An attempt will be made to provide employees selected for layoff with two-weeks' advance notice.
 - (5) An employee who is to be laid off and who has previously occupied a lower position within the division can displace or "bump" an employee in that lower position with less seniority.

Employees may not "bump" an employee in another division regardless of seniority. If the employee elects to accept the lower position (optional) rather than being laid off, the employee's pay will be at the pay step closest to the previous pay that is not a pay increase.

Any bargaining unit employee whose position is eliminated, and who cannot take advantage of bumping rights, will be allowed to fill any vacant bargaining unit position for which the employee meets the minimum qualifications and which would not be a promotion for the employee whose position is to be eliminated. These employees will not be placed on a recall list.

- (6) Recall of employees shall be limited to the division of the City from which they were laid off. Recall shall be in reverse order of layoff (i.e., the first employee laid off will be the last to be recalled). Employees laid off while in probationary status have no rights to recall. Employees laid off shall remain on a recall list for six months, and are required to keep the Human Resources Department informed of their current address. Employees who refuse a recall or accept another position with the City shall be removed from the recall list.
- (7) During the recall period, laid off employees will receive first consideration in filling any job vacancies in the same job classification from which the employee was laid off, or any position in another job classification, that may occur and are advertised to the general public provided that the laid off employee makes application and is qualified to perform the job. Employees re-employed under this provision will be treated as rehired employees pursuant to the rehire provisions contained in the City's Human Resources Manual. Any employee who is re-employed under this provision will be removed from the recall list.

12.20. Questions arising concerning divisional seniority of an employee shall be handled in the following manner: the business representative of Service Employees International Union shall contact the Human Resources Director, when a question of divisional seniority of an employee arises. The Human Resources Director or the Human Resources Director's appointee, upon request from the Union, shall furnish the available information from the City's records. Personally identifiable confidential information will only be disclosed upon presentation of a signed request of the employee(s) involved.

JOB CLASSIFICATIONS

13.00. The City shall establish an outline of duties for each job classification established by the City. Such job classification shall be of such a nature that insofar as possible, there shall be no overlap of duties. Furthermore, in all instances, each classification shall represent an easily understandable group of job duties.

13.10. The City will give first consideration to filling promotional SEIU job vacancies to qualified fulltime non-probationary employees. Job openings in Range 619 and above shall be posted for five working days, however, the City reserves the right to reduce the posting to three days if advisable. The job opening shall list salary range, classification, brief job description and shift. Posting of said jobs does not preclude the department or division director from considering employees within the department or division for promotion in keeping with normal career progression. Furthermore, when the intent is to fill said vacancy by internal promotion, the notice of said opening when posted shall state, "Employees within the department or division shall be given first consideration for the above position".

13.20. Management has the right to transfer employees to vacant positions, which are not a promotion, without posting, for ADA or health related reasons.

PROBATION

14.00. Length of Probation. The probationary period shall be 6 months for new employees. An exception to the above may be made for a probationary employee who has:

- (a) been injured on the job or off the job and has missed more than two weeks of work; or
- (b) had a serious illness, major surgery, etc. and has missed more than two weeks of work.

With the concurrence of the Human Resources Director the probationary period may be extended for the length of the time missed. The extension of a probationary period shall not exceed 60 calendar days, and the employee shall be informed of the decision in writing.

14.10. An employee may be terminated at any time during the employee's probationary period. A probationary employee will not be permitted to grieve his/her release during the probationary period.

TIME OFF FOR EMPLOYEE ORGANIZATION BUSINESS

15.00. The City recognizes the right of the Union to designate employee representatives pursuant to paragraph 7.00 herein. The Union will notify the Employee Relations Officer within ten days of the effective date of this Agreement of the names of the employee representatives. Changes in employee representatives must be reported to the Employee Relations Officer.

- (a) Time off with pay for Union business shall be allowed for the following purposes:
 - (1) Negotiating a successor agreement with the City. This time off will be limited to the actual meeting time on the days when both negotiating teams are in session or caucus. The maximum number of hours of pay the City will provide to Union officers and stewards attending contract negotiations will be limited to 300 hours per contract.
 - (2) Grievance hearings at the Employee Relations Officer and Grievance Board levels. If requested, and if reasonable, representatives will attend grievance hearings at these two levels. Representation is limited to one representative for the grievant and the two Union members on the grievance board. This time off is limited to actual Grievance Board hearing time and does not include pre or post hearing conferences with the grievant. If an employee representative is not available, a member of the Union office may be requested to attend.

- (3) City Labor-Management Committee meetings.
- (4) Time off without pay and without loss of seniority rights shall be allowed to three employees designated by the Union to attend labor conventions or serve in any capacity on official business of the Union not covered by subsection (c), provided that no employee shall be entitled to more than 40 work hours off under this provision in any calendar year. The Union shall give one week's written notice of such leave request to the division head involved. The Union agrees that in making such request for time off under this provision, due consideration will be given to the number of employees affected in order that there shall be no disruption of the City's operations because of a lack of available employees.
- (b) The representatives shall not absent themselves from their place of work to attend to contract negotiations without the permission of their immediate supervisor. The request shall be in writing. The request shall be granted at the discretion of the immediate supervisor and shall not be denied unless reasonable work assignments prevent such permission from being granted.
- (c) The Union officers and designated stewards shall report the time of their departure to engage in Union business and the time of conclusion thereof. If the time of conclusion comes after the employee's regular shift ends, the end of the shift shall be recorded as the conclusion of the time off.
- (d) Union officers and designated stewards who wish to absent themselves from their place of work to attend to other Union business shall, after exhausting time allowed in 7.15, do so by using personal leave (vacation, well day, or personal holiday), with permission of their immediate supervisor.
- (e) Union officers and stewards who are permitted to be absent from their regular positions on personal leave and with permission of their immediate supervisor, shall use the time at the beginning or end of the shift unless the immediate supervisor grants another time.

INJURY LEAVE

16.00. Full-time employees injured while performing their assigned duties may receive full salary for the first 90 consecutive days from the date of the injury. Probationary employees will be paid in accordance with provisions set forth by State Statute. In no event will the employee be permitted to receive an amount greater than regular pay.

16.10. Injury leave of more than 90 consecutive days shall be handled in accordance with the provisions of the Workers' Compensation Act. Employees shall use accrued Sick Leave and Vacation Leave to supplement Workers Compensation to allow employees to receive a check equivalent to their normal take-home pay. Benefits are not accrued on the portion of Workers' Compensation received. In the event all Sick Leave and Vacation Leave are taken, the employee will then be paid according to the terms set forth in the Workers' Compensation Act until the

employee is released to return to work.

16.20. Employees on long term Injury Leave will not receive merit increases. The advancement date will be adjusted by the length of time the employee is on Injury Leave.

16.30. Heart and lung disease may only be considered as an injury when it can be attributed to an act of duty which cause is in the nature of a traumatic experience. Traumatic experience is defined as an experience above and beyond the normal call of duty that causes the injury resulting in heart or lung disease.

16.40. Recurring Injury Leave. Recurring leave of absence relating to a previous injury shall be considered one and the same injury, if the injury occurs within 365 days, subject to administrative analysis and diagnosis of the injury reported by the attending physician. However, if recurring leave related to a previous injury is required after one year (365 days) from date of release by the physician and return to work, such leave will be treated as a new injury.

16.50. Official Certified Appointed Physician. The Risk Manager will provide Department Directors, division directors and the Union with names of the doctors appointed to handle cases coming under the Workers' Compensation Act.

An employee who sustains an injury while on the job shall first obtain permission from the employee's supervisor before consulting or obtaining treatment for such injury from a physician, whether such physician is City appointed or the employee's personal physician. Workers' Compensation requires notification of the employer within ten (10) days of the injury.

In the event of a life-threatening injury, 911 should be called to dispatch emergency medical personnel to treat and transport the injured employee to the nearest approved medical facility.

16.60. Use of Unauthorized Physician. The City is not responsible or liable for any physician's bill for consultation or treatment of injuries which an employee sustains while the employee is not on the job.

If an employee on Injury Leave desires a second opinion, the employee may obtain a second opinion subject to the limitations of the Workers' Compensation Act. Prior approval of the Workers' Compensation Administrator is required. If the employee fails to obtain the Workers' Compensation Administrator's permission, the City shall not be liable or responsible to pay the physician's bill.

Nothing herein shall be construed to negate the provisions of the Kansas Workers' Compensation Act.

SICK LEAVE WITH PAY

17.00. Sick Leave.

- (a) Accrual. Upon appointment to the position, employees shall accrue Sick Leave at the rate of one-half day per month (6 days per year) for the first five years of

creditable service. Beginning year six and through year fifteen of creditable service, Sick Leave will be accrued at the rate of one day per month (12 days per year). Beginning year sixteen of creditable service, Sick Leave will be accrued at the rate of 1.167 days per month (14 days per year).

Employees with prior creditable service are eligible to accrue Sick Leave benefits based on their adjusted start work date after two years of continuous service from the date of rehire.

- (b) Sick Leave Use. Sick Leave may be used for personal and immediate family illness, doctor appointments, surgery, disability (including maternity leave), paternity leave, off-the-job injury, on-job injury (when Injury Leave is exhausted), and enforced quarantine or for purpose allowed for Family and Medical Leave to the limits stated.
 - (1) Dependent Illness. Sick leave may be used for illness of members of the employee's immediate family. Immediate family is defined as spouse, parent, children (including stepchildren). In addition, it includes any relative living in the employee's home.
 - (2) Enforced Quarantine. Sick Leave is allowed for enforced quarantine in accordance with community health regulations.
 - (3) A probationary employee will not be paid for accrued Sick Leave used during the first six months of service. Payment for Sick Leave for other than probationary employees is in accordance with established policies previously defined. The accumulation of Sick Leave is unlimited.
- (c) When taking Sick Leave, an employee shall give notice to a supervisor by telephone or messenger prior to the employee's time to report for duty that the employee will be absent because of personal or family illness or injury. When an employee has been on Sick Leave for 20 work days, the City may require the employee to be examined by a physician it designates at City expense.
- (d) A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the employee's immediate supervisor, setting forth a date such leave is to begin, as soon as that date can be determined by the employee and the employee's physician. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release by the employee's physician. Maternity leave shall be charged against accrued Sick Leave, and the Department Director or the Human Resources Director may require the employee to be examined by a physician of the City's choice. If maternity leave extends beyond the employee's accrued Sick Leave, leave may be granted in accordance with policies governing sick leave without pay.
- (e) A leave of absence shall be granted for paternity leave upon request. Such request must be presented in writing to the employee's immediate supervisor, setting forth a

date such leave is to begin, as soon as that date can be determined by the employee and the employee's partner's physician. Return to work shall be as soon as reasonable after delivery, up to a maximum of 12 weeks, as permitted under FMLA. Paternity leave may be charged against accrued sick and/or vacation leave.

17.20. Well Day. An additional day of leave shall be granted to an employee who has completed the payroll year as a full-time employee and who has not used more than 24 hours of Sick Leave in the preceding payroll year. Any employee who completed the previous payroll year as a fulltime employee and who did not use any Sick Leave hours during the payroll year will receive one more additional day of leave. Well Day leave must be taken in increments of not less than thirty (30) minutes, or, according to department rules, with prior approval of the employee's supervisor.

Well Day leave may be granted the second pay period of the following payroll year. It is not cumulative and is not charged against any leave accumulation.

17.30. Reporting Sick Leave

- (a) Prior to the employee's scheduled time to report for duty, the employee must notify the employee's office or immediate superior by telephone or messenger that the employee will not work that day.
- (b) A doctor's release to return to work must be submitted when the leave extends beyond five (5) consecutive calendar days (40 hours) or can be required if an employee has 48 or more undocumented sick leave hours in a calendar year. Employees are required to keep their supervisor apprised of their progress and anticipated return to work.

17.40. Copies of any forms required under this provision or any other provisions of this contract will be furnished to the Union by the City.

17.50. The City and Union agree to comply with the provisions of the Family and Medical Leave Act. The exact provisions are outlined in the Human Resources Manual.

Requests for leave under the Family and Medical Leave Act should be made to the employee's immediate supervisor at least 30 days prior to the commencement of the leave, or as soon as practical/possible in the case of unplanned emergencies. Application forms are available in the Human Resources Department.

17.60. Sick Leave Without Pay. If an employee has exhausted all regular Sick Leave and all accrued vacation leave, the employee may be granted Sick Leave without pay, upon approval of the Department Director, for a period not to exceed sixty (60) calendar days. The sixty day period may be extended by the City Manager upon recommendation of the Department Director.

The procedure for reporting Sick Leave without pay is the same as for reporting Sick Leave with pay.

LEAVES OF ABSENCES WITHOUT PAY

18.00. The City may grant leaves of absence without pay of up to sixty (60) calendar days, upon approval of the Department Director . However, this period may be extended by the City Manager on the recommendation of the Department Director. Leave of absence without pay will not be granted until all vacation leave has been exhausted.

Requests for leave of absence without pay shall be submitted in writing to the Department Director, stating reasons for the request, the date the leave shall begin and the probable date of return.

BEREAVEMENT LEAVE

19.00. In the event of a death in an employee's immediate family: spouse, children, (stepchildren), parents, (stepparents), state-approved foster child, or any relative living in the employee's home, the employee may be allowed a leave of absence with pay up to a maximum of five (5) work days to be taken within a two week period following the death of the family member. For the death of brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, or grandchildren, employees may be allowed up to three (3) workdays to be taken within a two week period following the death of the family member. This leave must be approved by the department or division director, and is not charged against any leave accumulation. Documentation of funeral or death may be required.

19.10. An employee who is unable to work because of a death in the immediate family must, prior to the employee's scheduled time to report, notify the employee's office or immediate supervisor by phone or messenger.

VACATION LEAVE

20.00. City employees earn vacation on the basis of credited service in accordance with the following:

- (a) All full-time employees earn vacation benefits.
- (b) Vacation Leave will be earned on hours in pay status, exclusive of overtime, and will be calculated at the time the payroll is processed.
- (c) Base hours for computing Vacation Leave are 2,080 per year for employees of the unit.
- (d) The rate at which Vacation Leave is earned is determined by the start-work date or adjusted start-work date, except:
- (e) Employees with prior creditable service are not eligible to earn Vacation Leave based on their adjusted start-work date until after completion of two years of reemployment.

- (f) Vacation Leave may not be taken in advance of vacation earned, nor prior to completion of the probationary period. Employees must have satisfactorily completed their probationary appointment and have been removed from probationary status before being eligible to take vacation or being paid for terminal vacation.
- (g) The vacation schedule for all employees is as follows:

YEARS OF SERVICE	DAYS OF VACATION
<5	10
5 - 9	15
10 - 15	17
16 - 20	20
21 +	25

- (h) An employee who goes on Military Leave for extended active duty, or is terminated will be paid for any unused Vacation Leave. Employees on Military Leave may choose to leave their unused Vacation Leave until they return to work or be paid for the accrued vacation at the time they start Military Leave. Employees must complete their probationary appointment to be eligible to receive terminal vacation pay.
- (i) Vacation Leave is scheduled in the department according to the policies established by the Department Director. Vacation may not be taken in excess of the hours appearing on the payroll stub. Vacation Leave may be taken in thirty-minute increments unless precluded by department policy.
- (j) Employees are allowed to accumulate and carry forward each year 240 hours of Vacation Leave. Employees will be required to use or lose vacation earned in excess of 240 hours before the end of the pay period in which their anniversary date occurs.

HOLIDAYS

21.00. Employees receive eleven holidays with pay observed by the City of Wichita. The City has adopted the federal long weekend plan, which means that the holiday is the day which is observed by the City.

21.10. Holidays observed shall be New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and Personal Holiday. Personal holiday will be individually scheduled by the Department Director. Employees must have been removed from probationary status before being eligible to take a Personal Holiday.

21.15. A 28-day period is established for scheduling an alternate holiday for S.E.I.U. represented employees of the Police Department and Airport Safety Division whose job assignments are in the functions staffed with multiple shifts that are critical to the mission of the Police Department or Airport. The employee shall be granted the actual holiday off when law enforcement activities permit. If an employee is required to work on the holiday, the employee shall be given time off to be taken on a day selected by the employee within the 28-day work period in which the holiday falls, to be taken off as law enforcement or airport activities permit.

If a Police Department or Airport Safety employee, as described above, cannot take an authorized holiday off within the 28-day work period in which the holiday falls, and is required to work, the employee shall be compensated in addition to his/her regular pay, at time and one-half for the hours worked.

21.20. Working on holidays. If an employee is required to work on the observed holiday, the employee will be paid time and one-half for the hours worked, in addition to holiday pay for the normal number of hours they are scheduled to work.

21.30. Holiday Pay will be disallowed when an employee:

- (a) Does not comply with a request to work on a holiday.
- (b) Is not in pay status on the working day preceding and the working day following the holiday.

21.40. Holidays while on leave. Holidays that are observed during an approved leave of absence with pay, except Injury Leave, are not charged as days of leave taken.

21.50. Additional holidays. When an additional non-working day is declared by the Appointing Authority, such non-working day shall be treated in accordance with the policy governing holidays.

21.60. Holidays falling on non-work days. When a legal holiday is observed on the first non-work day (employee's Saturday), the preceding work day shall be observed; and when the holiday falls on the second non-work day (employee's Sunday), the following work day shall be observed.

MILITARY LEAVE

22.00. Requests for military leave will be handled in accordance with Title 38, U.S. Code, Section 2021 et seq.

EMPLOYEE BREAKS AND LUNCH PERIOD

23.00. Employee Breaks. The rest break is recognized as a factor which contributes toward efficient employee output. To permit employees the full benefits of a break period and to avoid any unfavorable impression which may be given when a number of employees congregate in public

areas, the following policy shall regulate employee breaks:

- (a) Employees will be permitted a maximum fifteen minutes rest break each morning and each afternoon. Rest break time will not be accumulated.
- (b) Breaks will not be taken during the first or last hour of the work shift or used to extend lunch periods.
- (c) Rest breaks will be taken within the department or division areas or other areas provided by management for such purposes whenever possible.
- (d) Employees at a temporary work site will be expected to remain at the work site during their rest periods unless released by their supervisors. Complaints regarding unreasonableness of supervisors in regard to rest breaks may be brought to the attention of the division director by stewards. No grievance can be filed under this provision, however the employee or Union may request an informal review by the Employee Relations Officer.

23.10. Lunch Break. Each employee shall be allowed not less than one-half hour nor more than one hour per day as a lunch break. Said time is the time of the employee to be used in whatever manner the employee desires. However the employee shall be back on the job by the end of the lunch period. The City will not be required to provide transportation for employees wishing to take their lunch period away from the job site.

LABOR/MANAGEMENT COMMITTEE

24.00. Labor/Management Committee. The City-wide Labor/Management Committee has the support of both the Union and Management. The Labor/Management Committee is limited in its discussion to topics not covered by this Agreement. Furthermore, items under consideration by the parties during negotiations between the Union and the City are not proper subjects for discussion and are therefore prohibited. The operation and membership of the Labor/Management Committee is governed by the bylaws and practices of the Committee.

BULLETIN BOARDS

25.00. The City shall provide space on bulletin boards for the Union to post notices of meetings and notices of other Union business.

SAFETY

26.00. The City shall reimburse or furnish all safety devices which, by virtue of the employee's employment with the City, the employee is required to possess.

26.05. Employees whose duties require that safety boots or other safety footwear be worn will be required to report to work in footwear that meets the City's specifications as developed by the City's Safety Manual. Full-time employees required to purchase such footwear will be reimbursed the cost (not to exceed \$150.00 annually) upon presentation of a paid receipt for the boots being utilized.

New employees will also be required to report in the appropriate footwear. Upon successful completion of the probationary period, and presentation of the paid receipt for the boots being utilized, the employee will be reimbursed the cost (not to exceed \$150.00).

26.10. If the employee, through willful negligence or abuse, destroys, damages or loses such equipment, uniforms, etc., the employee shall replace the items at the employee's expense.

26.20. The City's Safety Manual will include a provision defining weather conditions during which certain routine outdoor work activities should be curtailed for the safety of its employees and designating those individuals, by position, who have the authority to curtail such work.

26.30. The City shall provide a form on which any employee may, over his/her signature, report safety infractions to the immediate supervisor or directly to the City's Safety Office.

GENERAL PROVISIONS

27.00. In no instance, except in case of emergency, shall the City force any employee to work in excess of 16 hours without at least an 8-hour break. Any employee who works in excess of 16 hours in a 24 hour period will receive a rest break of at least 8 consecutive hours. If any part of the eight consecutive hours or rest is during the employee's scheduled hours, the employee shall receive paid straight time off for such hours (such hours shall not be charged to an employee's accumulated vacation or sick leave).

27.05. The City and the Union agree that the use of demeaning, derogatory or belittling language by any employee in the workplace is unacceptable and may be proper cause for discipline.

27.10. Termination correspondence shall be sent directly to the City Human Resources Department.

27.20. The City, whenever possible, shall rotate service calls for employees, so that within a period of time all involved employees shall receive approximately the same number of service calls.

27.30. The City shall provide to the Union a list of all SEU represented employees including separations upon request twice each calendar year. The list shall include the name, address and department of all employees within the bargaining unit. The Union shall not use the list or allow the list to be used by any other person, organization or company for any purpose other than Union business.

27.40. At least once a year, employees shall have the opportunity to meet with their supervisors to review performance and make known their desires in respect to career changes or promotional advances.

27.50. The City may, as is its right under the law, issue new work rules and other rules to govern the conduct of its employees. Such rules shall be given to the union fourteen (14) days in advance of their implementation when possible.

27.60. Employees, upon request of their supervisor, will sign any normal department form/document concerning their attendance, payroll, Sick Leave, vacation, accident report, evaluation, or request for service. It is understood that by signing documents pertaining to performance evaluation or disciplinary action, this is an acknowledgment of the employee's awareness of the document and that the employee is not necessarily agreeing or disagreeing with the information it contains.

27.70. If any provision of this Agreement should be held invalid by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by a tribunal, or where legal restrictions exist and those legal restrictions are removed by law, the remainder of this Agreement shall not be affected thereby and the parties shall, at the request of either, enter into negotiation on that matter only.

27.80. It is expressly understood between the City and the Union that all matters not included in this Agreement are by intention and design specifically excluded and fall within the powers, duties and responsibilities of the City.

27.90. For emergency operations, employees in specified positions will be required to inform their immediate supervisors of their current address and local telephone number, and maintain a functioning phone at their residence if so specified by a Department Director .

27.95. The City and the Union hereby agree to comply with the Americans with Disabilities Act (ADA).

SUBSTANCE TESTING

28.00. All safety sensitive employees shall be subject to random drug and alcohol testing as agreed upon by the City and the Union in April, 2007.

DURATION AND TERMINATION

29.00. This Agreement shall take effect as of December 25, 2010, and shall continue in full force and effect until December 23, 2011. By mutual agreement between the parties, this Agreement may be opened as to any other change or modification. Any subsequent statements which result from such reopening shall be set forth and made an amendment to this Agreement, and when ratified by the parties shall constitute a change in policy.

IN WITNESS WHEREOF, THE CITY and THE UNION have hereunto set their hands this _____ day of _____, 2010.

For the City of Wichita

For Service Employees International Union
Local 513 AFL-CIO

Robert Layton, City Manager

Harold Schlechtweg, Business Representative

Carl Brewer, Mayor

Jim Bishop, Unit Chair

Cruz Alaniz, Vice Chair

Alice Lewman, Negotiating Committee

Tim Zorn, Negotiating Committee

David Forbes, Negotiating Committee

APPROVED AS TO FORM:

Attest:

Gary Rebenstorf, Director of Law

Karen Sublett, City Clerk

Appendix A

2011 - Effective December 25, 2010

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>
602	7.3250	7.5082	7.6959	7.8883	8.0855	8.2876	8.4948	8.7072	8.9248	9.1480	9.3767	9.6111	9.8513	10.0976	10.3501
606	7.9936	8.1934	8.3983	8.6082	8.8234	9.0440	9.2701	9.5019	9.7394	9.9829	10.2325	10.4883	10.7505	11.0192	11.2947
607	8.2977	8.5051	8.7178	8.9357	9.1591	9.3881	9.6228	9.8634	10.1099	10.3627	10.6218	10.8873	11.1595	11.4385	11.7244
608	8.6204	8.8359	9.0568	9.2833	9.5153	9.7532	9.9971	10.2470	10.5032	10.7657	11.0349	11.3108	11.5935	11.8834	12.1804
609	8.9723	9.1966	9.4265	9.6622	9.9037	10.1513	10.4051	10.6653	10.9319	11.2052	11.4853	11.7724	12.0668	12.3684	12.6776
610	9.3406	9.5741	9.8134	10.0588	10.3102	10.5680	10.8322	11.1030	11.3806	11.6651	11.9567	12.2556	12.5620	12.8761	13.1980
611	9.7134	9.9562	10.2051	10.4603	10.7218	10.9898	11.2646	11.5462	11.8348	12.1307	12.4340	12.7448	13.0634	13.3900	13.7248
612	10.1304	10.3837	10.6432	10.9093	11.1821	11.4616	11.7482	12.0419	12.3429	12.6515	12.9678	13.2920	13.6243	13.9649	14.3140
613	10.5532	10.8170	11.0874	11.3646	11.6487	11.9399	12.2384	12.5444	12.8580	13.1794	13.5089	13.8467	14.1928	14.5476	14.9113
614	11.0115	11.2868	11.5690	11.8582	12.1547	12.4585	12.7700	13.0893	13.4165	13.7519	14.0957	14.4481	14.8093	15.1795	15.5590
615	11.5022	11.7898	12.0845	12.3866	12.6963	13.0137	13.3391	13.6725	14.0144	14.3647	14.7238	15.0919	15.4692	15.8560	16.2524
616	12.0150	12.3154	12.6233	12.9389	13.2623	13.5939	13.9337	14.2821	14.6391	15.0051	15.3802	15.7647	16.1589	16.5628	16.9769
617	12.5606	12.8746	13.1965	13.5264	13.8646	14.2112	14.5665	14.9306	15.3039	15.6865	16.0786	16.4806	16.8926	17.3149	17.7478
618	13.1401	13.4686	13.8053	14.1504	14.5042	14.8668	15.2384	15.6194	16.0099	16.4101	16.8204	17.2409	17.6719	18.1137	18.5666
619	13.7545	14.0983	14.4508	14.8121	15.1824	15.5619	15.9510	16.3497	16.7585	17.1774	17.6069	18.0471	18.4982	18.9607	19.4347
620	14.3900	14.7498	15.1185	15.4965	15.8839	16.2810	16.6880	17.1052	17.5329	17.9712	18.4205	18.8810	19.3530	19.8368	20.3328
621	15.0888	15.4661	15.8527	16.2490	16.6553	17.0716	17.4984	17.9359	18.3843	18.8439	19.3150	19.7979	20.2928	20.8001	21.3201
622	15.8184	16.2139	16.6192	17.0347	17.4606	17.8971	18.3445	18.8031	19.2732	19.7550	20.2489	20.7551	21.2740	21.8059	22.3510
623	16.5855	17.0001	17.4251	17.8607	18.3072	18.7649	19.2341	19.7149	20.2078	20.7130	21.2308	21.7616	22.3056	22.8632	23.4348
624	17.4113	17.8466	18.2928	18.7501	19.2188	19.6993	20.1918	20.6966	21.2140	21.7444	22.2880	22.8452	23.4163	24.0017	24.6017
625	18.2785	18.7354	19.2038	19.6839	20.1760	20.6804	21.1974	21.7274	22.2706	22.8273	23.3980	23.9829	24.5825	25.1971	25.8270
626	19.1987	19.6787	20.1707	20.6749	21.1918	21.7216	22.2647	22.8213	23.3918	23.9766	24.5760	25.1904	25.8202	26.4657	27.1273
627	20.1743	20.6786	21.1956	21.7255	22.2686	22.8253	23.3960	23.9809	24.5804	25.1949	25.8248	26.4704	27.1322	27.8105	28.5057

Appendix B

1991 PERB UNIT DETERMINATION WITH MODIFICATIONS

Account Clerk I*
Account Clerk II*
Account Clerk III*
Administrative Aide I*
Administrative Secretary*
Airport Operations Officer
Airport Services Officer
Animal Control Officer I
Animal Control Officer II
Animal Display Attendant
Assistant Golf Course Maintenance Supervisor
Body Shop Mechanic I
Body Shop Mechanic II
Building Attendant
Building Permit Examiner
Clerk I*
Clerk II
Clerk III
Combination Inspector
Combination Neighborhood Inspector
Construction Inspector I
Construction Inspector II
Custodial Worker I
Custodial Worker II
Customer Service Clerk I*
Customer Service Clerk II
Docket Clerk
Electrical & Elevator Inspector II
Electrical & Elevator Inspector III
Electrical Inspector
Electrician I
Electrician II
Electronics Technician I
Electronics Technician II
Elevator Inspector I
Engineering Aide I
Engineering Aide II
Engineering Aide III*
Equipment Operator I

Equipment Operator II
Equipment Operator III
Event Worker I
Event Worker II
Gardener I
Gardener II
Gardening Supervisor I
Gardening Supervisor II
General Supervisor II**
Greenskeeper
Grounds Maintenance Supervisor
Guard
Heating & Air Conditioning Mechanic
Helicopter Mechanic
Inspector
Laborer
Labor Supervisor I*
Laboratory Technician
Machinist Mechanic
Maintenance Mechanic
Maintenance Specialist
Maintenance Worker
Mechanic I
Mechanic II
Mechanic III
Mechanical Inspector I
Neighborhood Inspector I
Neighborhood Inspector II
Neighborhood Inspector III
Parts Clerk
Photo Technician
Photographer
Plant Operator
Plumber
Plumbing & Mechanical Inspector II
Plumbing & Mechanical Inspector III
Plumbing Inspector
Property Clerk
Public Health Sanitarian I
Radio Dispatcher
Rehabilitation Specialist I
Rehabilitation Specialist II
Secretary

Security Officer
Security Screener
Senior Building Permit Examiner
Senior Storekeeper
Service Attendant
Service Officer I
Service Officer II
Sewer Line Technician
Sign Painter
Signal Electrician
Special Water Service Representative
Spider Dispatcher
Storekeeper
Street Inspector
Traffic Signal Mechanic
Tree Maintenance Aide
Tree Maintenance Inspector
Tree Maintenance Worker I
Tree Maintenance Worker II
Water Line Technician
Water Meter Reader
Water Utility Worker

*Except occupants of the position who are excluded due to supervisory or confidential responsibilities.

**Century II Maintenance

City of Wichita
City Council Meeting
November 9, 2010

TO: Mayor and City Council

SUBJECT: Ordinances Amending City Code Sections 2.05.010 and 2.05.020, Concerning Master Written Undertaking for GO Bond and Note Sales, and Repealing Prior Ordinances No. 48-366 and No. 48-367

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the attached Ordinances to amend City Code Sections 2.05.010 and 2.05.020 and repeal prior Ordinances No. 48-366 and No. 48-367.

Background: In 1994, the federal Securities and Exchange Commission ("SEC") approved amendments to its Rule 15c2-12 (the "Rule"), which controls how underwriters may market municipal securities. The 1994 amendments essentially prohibited underwriters from bidding upon or agreeing to market municipal bonds unless the Issuer or another "Obligated Person" (within the meaning of the Rule) furnished a written undertaking to provide certain ongoing public disclosures for the use of the trading markets while the bonds are outstanding. In addition, brokers and dealers were prohibited from making recommendations concerning any municipal security unless they had procedures in place to make sure that they receive any Material Event Notices issued under the Rule in a timely manner.

In response to the 1994 amendments, the City Council enacted City Code Sections 2.05.010 and 2.05.020, to create the required written undertakings for bonds and notes. In July of 2009, the City Council approved additional amendments to meet amendments to the Rule requiring transition of disclosure to the Electronic Municipal Market Access ("EMMA") filing system established by the Municipal Securities Rulemaking Board ("MSRB"). Now, SEC has again amended the Rule, such that the City ordinances need to be adjusted to meet the new requirements by December 1, 2010.

Analysis: The practical effect of the 2010 SEC Rule amendments is such that the City will not be able to market general obligation bonds or notes through underwriters after December 1, 2010, unless the City has in place the types of disclosure undertakings required by the amended Rule. The major changes are to add a few new items to the events that require notice disclosure, to eliminate the "materiality" requirement for certain events and to require notices to be filed within 10 business day of the event to which they pertain. The latter requirement will have the most impact, as it will require increased attention to detection and timely reporting of events for which notices must be filed. It may prove most difficult in the context of ratings changes, which may or may not be communicated to the City when they occur. The changes also eliminate the continuing disclosure exemption for certain variable rate demand bonds but this is unlikely to actually impact the City's general obligation Bond or Notes because the City customarily has not used such variable rate features.

Financial Considerations: There are no financial considerations in relation to these Ordinance revisions.

Goal Impact: This item impacts the Economic Vitality/Affordable Living and Internal Perspectives through the temporary and permanent financing of capital improvements and offering the City's debt obligations through competitive sale.

Legal Considerations: The Ordinances have been prepared by Bond Counsel and approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the Council approve the attached Ordinances to amend City Code Sections 2.05.010 and 2.05.020 and repeal prior Ordinances No. 48-366 and No. 48-367.

Attachments: Ordinance Amending City Code Section 2.05.010
Delineated Copy
Ordinance Amending City Code Section 2.05.020
Delineated Copy

FIRST PUBLISHED IN THE DAILY REPORTER ON NOVEMBER 19, 2010

ORDINANCE NO. 48-900

AN ORDINANCE AMENDING SECTION 2.05.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, RELATING TO A MASTER UNDERTAKING TO PROVIDE ONGOING DISCLOSURE IN CONNECTION WITH GENERAL OBLIGATION BONDS ISSUED BY THE CITY OF WICHITA, KANSAS, FOR DISTRIBUTION IN PUBLIC OFFERINGS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 2.05.010 of the Code of the City of Wichita shall read as follows:

2.05.010 Undertaking to Provide Ongoing Disclosure in Connection with City of Wichita General Obligation Bonds Issued for Distribution Through Public Offering.

(a) This Section 2.05.010 establishes and constitutes a written undertaking which shall function as a master undertaking for the benefit of the holders as well as the beneficial owners of all general obligation bonds issued by the City of Wichita purchased for public distribution by one or more underwriters, on or after July 3, 1995 (the "Bonds"), as required to establish legal preconditions for sale of the Bonds through an underwriter or underwriters, under Section (b)(5)(i) of Securities and Exchange Commission ("SEC") Rule 15c2-12 (the "Rule") promulgated under the Securities Exchange Act of 1934, as amended.

(b) This Subsection (b) of Section 2.05.010 shall apply to all Bonds issued on or between July 3, 1995, and June 30, 2009.

(1) The City of Wichita, as issuer of the Bonds (the "Issuer") undertakes to provide the following information, at the times and to the recipients as provided in this Section 2.05.010(b):

- (i) Annual Financial Information;
- (ii) Audited Financial Statements; and,
- (iii) Material Event Notices.

(2) So long as the Rule continues to require an undertaking to make ongoing disclosure as established herein, or performance of prior such undertakings, then, with respect to all of the Bonds issued subject to such requirements which remain Outstanding:

(i) The Issuer shall provide the Annual Financial Information on or before December 31 of each year (the "Report Date"), beginning in December 1996, to each then existing NRMSIR and the SID, if any. The Issuer may adjust the Report Date if the Issuer changes its fiscal year by providing written notice of the change of fiscal year and the new Report Date to each then existing NRMSIR and the SID, if any; provided that the new Report Date shall be not more than 365 days after the end of the new fiscal year and provided further that the final Report Date relating to the former fiscal year and the initial Report Date relating to the new fiscal year shall not exceed one year in duration. It shall be sufficient if the Issuer provides to each then existing NRMSIR and the SID, if any, the

Annual Financial Information by specific reference to documents previously provided to each NRMSIR and the SID, if any, or filed with the Securities and Exchange Commission and, if such a document is a final official statement within the meaning of the Rule, available from the Municipal Securities Rulemaking Board ("MSRB"). The Issuer shall also provide to each NRMSIR and the SID, if any, copies of each final official statement (within the meaning of the Rule) which is produced on or after July 3, 1995, in connection with the offering of any of the Bonds, within 60 days after such official statement is finalized for distribution by the underwriter.

(ii) The Issuer shall provide the Audited Financial Statements as part of the Annual Financial Information described in the preceding paragraph of this subsection.

(iii) If a Material Event occurs, the Issuer shall provide a Material Event Notice in a timely manner to the MSRB and the SID, if any. Each "Material Event Notice" shall be so captioned, and shall prominently state the date, title and CUSIP numbers of the Bonds to which the Material Event(s) covered by the Material Event Notice pertain(s).

(iv) The Issuer shall provide, in a timely manner, to the MSRB and to the SID, if any, notice of any failure by the Issuer to provide Annual Financial Information on or before the Report Date to each then existing NRMSIR and the SID (if any) as required by the terms of this Section 2.05.010(b).

(3) The following are the definitions of the capitalized terms used in this Section 2.05.010(b) and not otherwise defined elsewhere in this Section 2.05.010(b):

(i) "Annual Financial Information" means the Issuer's Comprehensive Annual Financial Report ("CAFR"), presenting financial and statistical information for the previous fiscal year (prepared in accordance with the guidelines of the Government Finance Officers Association of the United States and Canada ("GFOA"), as the same may be from time to time amended), and operating data with respect to the Issuer, provided at least annually, of the type included in official statements relating to the Bonds (including some unaudited data).

(ii) "Audited Financial Statements" means the Issuer's general purpose financial statements for the previous fiscal year, prepared in accordance with generally accepted accounting principles ("GAAP") for governmental units as prescribed by the Governmental Accounting Standards Board ("GASB") (except as otherwise stated or disclosed in the notes thereto or as otherwise required by applicable law, as the same may be from time to time amended), which shall have been audited by such auditor(s) as shall be then required or permitted by applicable law.

(iii) "Material Event" means any of the following events, if material, with respect to any of the Outstanding Bonds:

- (A) Principal and interest payment delinquencies;
- (B) Non-payment related defaults;
- (C) Unscheduled draws on debt service reserves reflecting financial difficulties;

- (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) Substitution of credit or liquidity providers or their failure to perform;
- (F) Adverse tax opinions or events affecting the tax-exempt status of the security;
- (G) Modifications to rights of security holders;
- (H) Bond calls;
- (I) Defeasances;
- (J) Release, substitution, or sale of property securing repayment of the securities;
- (K) Rating changes.

(iv) "Material Event Notice" means written or electronic notice of a Material Event.

(v) "NRMSIR" means a nationally recognized municipal securities information repository, as recognized from time to time by the SEC for the purposes referred to in the Rule.

(vi) "Outstanding" when used with reference to any of the Bonds shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under one or more Ordinances of the City of Wichita, except: (i) theretofore canceled by the Fiscal Agent (as defined in the Ordinance(s) authorizing the issuance of such Bonds) or delivered to such Fiscal Agent for cancellation; (ii) Bonds for which payment or redemption monies or Government Securities (as defined in the Ordinance(s) authorizing the issuance of such Bonds), or both, in the necessary amounts have been deposited with the Fiscal Agent or other such depository as provided in the Ordinance(s) authorizing the issuance of such Bonds, in trust for the Owners thereof (whether upon or prior to maturity or the Redemption Date(s) of such Bonds); or (iii) Bonds in exchange for or in lieu of which Refunding Bonds have been authenticated and delivered pursuant to the terms of (and within the meaning of) the appropriate Ordinance(s).

(vii) "Redemption Date(s)" shall mean, when used with respect to any Bond(s), the date(s) established as such in the Ordinance(s) authorizing the issuance of such Bond(s).

(viii) "SID" means a state information depository as operated or designated as such by the State of Kansas for the purposes referred to in the Rule.

(4) Unless otherwise required by law and subject to technical and economic feasibility, and to annual appropriations, the Issuer will exercise its best efforts to employ such methods of information transmission as shall be requested or recommended by the designated recipients of the Issuer's information.

(5) This Section 2.05.010(b) or any provision hereof, shall be subject to nullification and repeal in the event that the Issuer first delivers to each then existing NRMSIR and the SID, if any, an opinion of nationally recognized bond counsel to the effect that those portions of the Rule that require this Section 2.05.010(b) as a condition for particular underwriter conduct, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Bond. This Section 2.05.010(b) may be amended without the consent of the holders or beneficial owners of any Bond(s), following the delivery by the Issuer to each then existing NRMSIR and the SID, if any, of the proposed amendment and the opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the adequacy of this Section 2.05.010(b) or the adequacy of the Issuer's subsequent conduct for purposes of compliance with the Rule, provided, however, that no such amendment will be made unless the following conditions are satisfied:

(i) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Issuer, or type of business conducted;

(ii) The undertaking, as amended, would have complied with the requirements of the Rule at the time of any primary offering to which the undertaking applies, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(iii) The amendment does not materially impair the interests of holders, as determined either by parties unaffiliated with the Issuer (such as the trustee or bond counsel) or by approving vote of holders of the Bonds pursuant to the terms of the governing instrument(s) at the time of the amendment;

(iv) If the amendment changes the type of operating data or financial information provided pursuant to the Issuer's undertaking, the Annual Financial Information containing the amended operating data or financial information will explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided; and,

(v) If the amendment alters portions of the Issuer's undertaking specifying the accounting principles to be followed in preparing financial statements, the Annual Financial Information for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, which comparison should include a qualitative (and to the extent reasonably feasible, quantitative) discussion of the differences in the accounting principles and the impact of the change in principles on the presentation of the financial information. A notice of the change in accounting principles will be sent to the NRMSIRs or the MSRB, and the appropriate SID, if any.

(6) Any failure by the Issuer to perform in accordance with this Section 2.05.010(b) shall not constitute an "Event of Default" or "Default" within the meaning of any Ordinance(s) authorizing the issuance of any of the Bonds, and the rights and remedies provided to holders or beneficial owners of the Bonds under such Ordinance(s) upon the occurrence of such a "Default" or such an "Event of Default" shall not apply to any such failure.

(7) If any of the foregoing provisions or terms of this Section 2.05.010(b), or any application thereof, is held invalid, the invalidity shall not affect other applications of the provisions or terms of this Section 2.05.010(b) which reasonably can be given effect without the invalid provision or term or the application thereof, and to this end, the provisions of this Section 2.05.010(b) are declared to be severable:

(8) None of the provisions of this Section 2.05.010(b) are in any way intended to impose upon, or result in an assumption by, the City of Wichita or any of its officers, agents or employees, of any special duty or any civil law duty of care as to which any breach or alleged breach thereof could give rise to any claim for damages in tort, and the City hereby expressly disclaims any such duty or responsibility for damages, including (but not limited to) any direct, indirect, special or consequential damages. The provisions of this Section 2.05.010(b) shall not, in any way, create liability or a basis for liability on the part of the City of Wichita, Kansas or any officer or employee thereof for any damages that result from failure of the Issuer to timely perform any portion, provision, term or condition of the written undertaking on its part established herein, or for any damages that result from reliance upon any provision of this Section 2.05.010(b) or any administrative decision lawfully made thereunder. However, nothing in this subsection shall operate or be construed to limit the rights of any holder or beneficial owner of any Bond to seek enforcement of the undertakings herein expressed through proceedings for a decree of specific performance in equity.

(c) This Subsection (c) of Section 2.05.010 shall apply to all Bonds issued on or between July 17, 2009, and November 30, 2010.

(1) The following are the definitions of the capitalized terms used in this Section 2.05.010(c) and not otherwise defined elsewhere in this Section 2.05.010(c):

(i) "Annual Financial Information" means the City's Comprehensive Annual Financial Report ("CAFR"), presenting financial and statistical information for the previous fiscal year (prepared in accordance with the guidelines of the Government Finance Officers Association of the United States and Canada ("GFOA"), as the same may be from time to time amended), and operating data with respect to the City, provided at least annually, of the type included in official statements relating to the Bonds (including some unaudited data).

(ii) "Audited Financial Statements" means the City's general purpose financial statements for the previous fiscal year, prepared in accordance with GAAP for governmental units as prescribed by the GASB (except as otherwise stated or disclosed in the notes thereto or as otherwise required by applicable law, as the same may be from time to time amended), which shall have been audited by such auditor(s) as shall be then required or permitted by applicable law.

(iii) "City" means the city of Wichita, Kansas.

(iv) "EMMA" means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB, or any other market access method approved under the Rule.

(v) "GAAP" means generally accepted accounting principles.

(vi) "GASB" means the Governmental Accounting Standards Board or its successors or assigns.

(vii) "Material Event" means any of the following events, if material, with respect to any of the Outstanding Bonds:

- (A) Principal and interest payment delinquencies;
- (B) Non-payment related defaults;
- (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) Substitution of credit or liquidity providers or their failure to perform;
- (F) Adverse tax opinions or events affecting the tax-exempt status of the security;
- (G) Modifications to rights of security holders;
- (H) Bond calls (other than mandatory sinking fund redemptions);
- (I) Defeasances;
- (J) Release, substitution, or sale of property securing repayment of the securities;
- (K) Rating changes.

(viii) "Material Event Notice" means notice in Prescribed Form in accordance with EMMA of a Material Event.

(ix) "MSRB" means the Municipal Securities Rulemaking Board and any successors or assigns, or any other entities or agencies approved under the Rule.

(x) "Outstanding" when used with reference to any of the Bonds shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under one or more ordinances of the City, except: (i) Bonds theretofore canceled by the fiscal agent or paying agent (as defined in the ordinance(s) authorizing the issuance of such Bonds) or delivered to such fiscal agent or paying agent for cancellation; (ii) Bonds for which payment or redemption monies or government securities (as defined in the ordinance(s) authorizing the issuance of such Bonds), or both, in the necessary amounts have been deposited with the fiscal agent or paying agent or other such depository as provided in the ordinance(s) authorizing the issuance of such Bonds, in trust for the owners thereof (whether upon or prior to maturity or the Redemption Date(s) of such Bonds); or (iii) Bonds in exchange for or in lieu of which refunding bonds have been authenticated and

delivered pursuant to the terms of (and within the meaning of) the appropriate ordinance(s).

(xi) "Prescribed Form" means such electronic format accompanied by such identifying information as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of the applicable information.

(xii) "Redemption Date(s)" shall mean, when used with respect to any Bond(s), the date(s) established as such in the ordinance(s) authorizing the issuance of such Bond(s).

(xiii) "Report Date" means December 31st of each year, beginning December 31, 2009.

(2) The City, as an "obligated person" within the meaning of the Rule, undertakes to provide the following information, at the times and to the recipients as provided in this Section 2.05.010(c):

- (i) Annual Financial Information;
- (ii) Audited Financial Statements; and,
- (iii) Material Event Notices.

(3) So long as the Rule continues to require an undertaking to make ongoing disclosure as established herein, or performance of prior such undertakings, then, with respect to all of the Bonds issued subject to such requirements which remain Outstanding:

(i) The City shall provide the Annual Financial Information in Prescribed Form in accordance with EMMA to the MSRB, on or before the Report Date. The City may adjust the Report Date if the City changes its fiscal year by providing written notice of the change of fiscal year and the new Report Date to the MSRB; provided that the new Report Date shall be six months after the end of the new fiscal year and provided further that the period between the final Report Date relating to the former fiscal year and the initial Report Date relating to the new fiscal year shall not exceed one year in duration. It shall be sufficient if the City provides to the MSRB the Annual Financial Information by specific reference to documents available to the public on the MSRB's Internet Web site, or filed with the SEC.

(ii) If not provided as part of the Annual Financial Information, the City shall provide the Audited Financial Statements when and if available to the MSRB in Prescribed Form in accordance with EMMA.

(iii) If a Material Event occurs, the City shall file a Material Event Notice in a timely manner in Prescribed Form in accordance with EMMA with the MSRB. Each "Material Event Notice" shall be so captioned, and shall prominently state the date, title and CUSIP numbers of the Bonds to which the Material Event(s) covered by the Material Event Notice pertain(s).

(iv) The City shall provide in Prescribed Form in accordance with EMMA in a timely manner to the MSRB notice of any failure by the City to provide Annual

Financial Information on or before the Report Date to the MSRB as required by the terms of this Section 2.05.010(c).

(4) The information listed in Subsection (c)(2) shall be provided by the City to the MSRB, at www.emma.msrb.org, in the Prescribed Form or by such other method of transmitting information that is approved by the SEC.

(5) This Section 2.05.010(c) or any provision hereof, shall be subject to nullification and repeal in the event that the City first delivers to the MSRB, an opinion of nationally recognized bond counsel to the effect that those portions of the Rule that require this Section 2.05.010(c) as a condition for particular underwriter conduct, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Bonds. This Section 2.05.010(c) may be amended without the consent of the holders or beneficial owners of any Bond(s), following the delivery by the City to the MSRB, of the proposed amendment and the opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the adequacy of this Section 2.05.010(c) or the adequacy of the City's subsequent conduct for purposes of compliance with the Rule, provided, however, that no such amendment will be made unless the following conditions are satisfied:

(i) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(ii) The undertaking, as amended, would have complied with the requirements of the Rule at the time of any primary offering to which the undertaking applies, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(iii) The amendment does not materially impair the interests of holders, as determined either by parties unaffiliated with the City (such as the trustee or bond counsel) or by approving vote of holders of the Bonds pursuant to the terms of the governing instrument(s) at the time of the amendment;

(iv) If the amendment changes the type of operating data or financial information provided pursuant to the City's undertaking, the Annual Financial Information containing the amended operating data or financial information will explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided; and,

(v) If the amendment alters portions of the City's undertaking specifying the accounting principles to be followed in preparing financial statements, the Annual Financial Information for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, which comparison should include a qualitative (and to the extent reasonably feasible, quantitative) discussion of the differences in the accounting principles and the impact of the change in principles on the presentation of the financial information. A notice of the change in accounting principles will be sent to the MSRB.

(6) Any failure by the City to perform in accordance with this Section 2.05.010(c) shall not constitute an "Event of Default" or "Default" within the meaning of any ordinance(s)

authorizing the issuance of any of the Bonds, and the rights and remedies provided to holders or beneficial owners of the Bonds under such ordinance(s) upon the occurrence of such a "Default" or such an "Event of Default" shall not apply to any such failure.

(7) If any of the foregoing provisions or terms of this Section 2.05.010(c), or any application thereof, is held invalid, the invalidity shall not affect other applications of the provisions or terms of this Section 2.05.010(c) which reasonably can be given effect without the invalid provision or term or the application thereof, and to this end, the provisions of this Section 2.05.010(c) are declared to be severable.

(8) None of the provisions of this Section 2.05.010(c) are in any way intended to impose upon, or result in an assumption by, the City or any of its officers, agents or employees, of any special duty or any civil law duty of care as to which any breach or alleged breach thereof could give rise to any claim for damages in tort, and the City hereby expressly disclaims any such duty or responsibility for damages, including (but not limited to) any direct, indirect, special or consequential damages. The provisions of this Section 2.05.010(c) shall not, in any way, create liability or a basis for liability on the part of the City or any officer or employee thereof for any damages that result from failure of the City to timely perform any portion, provision, term or condition of the written undertaking on its part established herein, or for any damages that result from reliance upon any provision of this Section 2.05.010(c) or any administrative decision lawfully made thereunder. However, nothing in this subsection shall operate or be construed to limit the rights of any holder or beneficial owner of any Bond to seek enforcement of the undertakings herein expressed through proceedings for a decree of specific performance in equity.

(9) This Section 2.05.010(c) shall inure solely to the benefit of the holders of the Bonds as required by Section (b)(5)(i) of the Rule, and shall create no rights in any other person or entity.

(10) The City shall maintain records of all disclosure made pursuant to this Section 2.05.010(c), including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

(d) This Subsection (d) of Section 2.05.010 shall apply to all Bonds issued on or after December 1, 2010.

(1) The following are the definitions of the capitalized terms used in this Section 2.05.010(d) and not otherwise defined elsewhere in this Section 2.05.010(d):

(i) "Annual Financial Information" means the City's Comprehensive Annual Financial Report ("CAFR"), presenting financial and statistical information for the previous fiscal year (prepared in accordance with the guidelines of the Government Finance Officers Association of the United States and Canada ("GFOA"), as the same may be from time to time amended), and operating data with respect to the City, provided at least annually, of the type included in official statements relating to the Bonds.

(ii) "Audited Financial Statements" means the City's general purpose financial statements for the previous fiscal year, prepared in accordance with GAAP for governmental units as prescribed by the GASB (except as otherwise stated or disclosed in the notes thereto or as otherwise required by applicable law, as the same may be from

time to time amended), which shall have been audited by such auditor(s) as shall be then required or permitted by applicable law.

(iii) "City" means the city of Wichita, Kansas.

(iv) "EMMA" means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB, or any other market access method approved under the Rule.

(v) "GAAP" means generally accepted accounting principles.

(vi) "GASB" means the Governmental Accounting Standards Board or its successors or assigns.

(vii) "MSRB" means the Municipal Securities Rulemaking Board and any successors or assigns, or any other entities or agencies approved under the Rule.

(viii) "Outstanding" when used with reference to any of the Bonds shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under one or more ordinances or resolution(s) of the City, except: (i) Bonds theretofore canceled by the fiscal agent or paying agent (as defined in the ordinance(s) or resolution(s) authorizing the issuance of such Bonds) or delivered to such fiscal agent or paying agent for cancellation; (ii) Bonds for which payment or redemption monies or government securities (as defined in the ordinance(s) or resolution(s) authorizing the issuance of such Bonds), or both, in the necessary amounts have been deposited with the fiscal agent or paying agent or other such depository as provided in the ordinance(s) or resolution(s) authorizing the issuance of such Bonds, in trust for the owners thereof (whether upon or prior to maturity or the Redemption Date(s) of such Bonds); or (iii) Bonds in exchange for or in lieu of which refunding bonds have been authenticated and delivered pursuant to the terms of (and within the meaning of) the appropriate ordinance(s) or resolution(s).

(ix) "Prescribed Form" means such electronic format accompanied by such identifying information as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of the applicable information.

(x) "Redemption Date(s)" shall mean, when used with respect to any Bond(s), the date(s) established as such in the ordinance(s) or resolution(s) authorizing the issuance of such Bond(s).

(xi) "Report Date" means December 31st of each year, beginning December 31, 2011.

(xii) "Reporting Event" means any of the following events, if material, with respect to any of the Outstanding Bonds:

- (A) Principal and interest payment delinquencies;
- (B) Non-payment related defaults, if material;
- (C) Unscheduled draws on debt service reserves reflecting financial difficulties;

- (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) Substitution of credit or liquidity providers or their failure to perform;
- (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (G) Modifications to rights of security holders, if material;
- (H) Bond calls, if material, and tender offers;
- (I) Defeasances;
- (J) Release, substitution, or sale of property securing repayment of the securities, if material;
- (K) Rating changes;
- (L) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (N) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(xiii) "Reporting Event Notice" means notice in Prescribed Form in accordance with EMMA of a Reporting Event.

(2) The City, as an "obligated person" within the meaning of the Rule, undertakes to provide the following information, at the times and to the recipients as provided in this Section 2.05.010(d):

- (i) Annual Financial Information;
- (ii) Audited Financial Statements; and,
- (iii) Reporting Event Notices.

(3) So long as the Rule continues to require an undertaking to make ongoing disclosure as established herein, or performance of prior such undertakings, then, with respect to all of the Bonds issued subject to such requirements which remain Outstanding:

(i) The City shall provide the Annual Financial Information in Prescribed Form in accordance with EMMA to the MSRB, on or before the Report Date. The City may adjust the Report Date if the City changes its fiscal year by providing written notice of the change of fiscal year and the new Report Date to the MSRB; provided that the new Report Date shall be not exceed on year form the end of the new fiscal year and provided further that the period between the final Report Date relating to the former fiscal year and the initial Report Date relating to the new fiscal year shall not exceed one year in duration. It shall be sufficient if the City provides to the MSRB the Annual Financial Information by specific reference to documents available to the public on the MSRB's Internet Web site, or filed with the SEC.

(ii) If not provided as part of the Annual Financial Information, the City shall provide the Audited Financial Statements when and if available to the MSRB in Prescribed Form in accordance with EMMA.

(iii) If a Reporting Event occurs, the City shall file a Reporting Event Notice in a timely manner not in excess of ten business days after the occurrence of the event in Prescribed Form in accordance with EMMA with the MSRB. Each "Reporting Event Notice" shall be so captioned, and shall prominently state the date, title and CUSIP numbers of the Bonds to which the Reporting Event(s) covered by the Reporting Event Notice pertain(s).

(iv) The City shall provide in Prescribed Form in accordance with EMMA in a timely manner to the MSRB notice of any failure by the City to provide Annual Financial Information on or before the Report Date to the MSRB as required by the terms of this Section 2.05.010(d).

(4) The information listed in Subsection (d)(2) shall be provided by the City to the MSRB, at www.emma.msrb.org, in the Prescribed Form or to such other location and by such other method of transmitting information that is approved by the SEC.

(5) This Section 2.05.010(d) or any provision hereof, shall be subject to nullification and repeal in the event that the City first delivers to the MSRB, an opinion of nationally recognized bond counsel to the effect that those portions of the Rule that require this Section 2.05.010(c) as a condition for particular underwriter conduct, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Bonds. This Section 2.05.010(d) may be amended without the consent of the holders or beneficial owners of any Bond(s), following the delivery by the City to the MSRB, of the proposed amendment and the opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the adequacy of this Section 2.05.010(d) or the adequacy of the City's subsequent conduct for purposes of compliance with the Rule, provided, however, that no such amendment will be made unless the following conditions are satisfied:

(i) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(ii) The undertaking, as amended, would have complied with the requirements of the Rule at the time of any primary offering to which the undertaking applies, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(iii) The amendment does not materially impair the interests of holders, as determined either by parties unaffiliated with the City (such as the trustee or bond counsel) or by approving vote of holders of the Bonds pursuant to the terms of the governing instrument(s) at the time of the amendment;

(iv) If the amendment changes the type of operating data or financial information provided pursuant to the City's undertaking, the Annual Financial Information containing the amended operating data or financial information will explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided; and,

(v) If the amendment alters portions of the City's undertaking specifying the accounting principles to be followed in preparing financial statements, the Annual Financial Information for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, which comparison should include a qualitative (and to the extent reasonably feasible, quantitative) discussion of the differences in the accounting principles and the impact of the change in principles on the presentation of the financial information. A notice of the change in accounting principles will be sent to the MSRB.

(6) Any failure by the City to perform in accordance with this Section 2.05.010(d) shall not constitute an "Event of Default" or "Default" within the meaning of any ordinance(s) or resolution(s) authorizing the issuance of any of the Bonds, and the rights and remedies provided to holders or beneficial owners of the Bonds under such ordinance(s) or resolution(s) upon the occurrence of such a "Default" or such an "Event of Default" shall not apply to any such failure.

(7) If any of the foregoing provisions or terms of this Section 2.05.010(d), or any application thereof, is held invalid, the invalidity shall not affect other applications of the provisions or terms of this Section 2.05.010(d) which reasonably can be given effect without the invalid provision or term or the application thereof, and to this end, the provisions of this Section 2.05.010(d) are declared to be severable.

(8) None of the provisions of this Section 2.05.010(d) are in any way intended to impose upon, or result in an assumption by, the City or any of its officers, agents or employees, of any special duty or any civil law duty of care as to which any breach or alleged breach thereof could give rise to any claim for damages in tort, and the City hereby expressly disclaims any such duty or responsibility for damages, including (but not limited to) any direct, indirect, special or consequential damages. The provisions of this Section 2.05.010(d) shall not, in any way, create liability or a basis for liability on the part of the City or any officer or employee thereof for any damages that result from failure of the City to timely perform any portion, provision, term or condition of the written undertaking on its part established herein, or for any damages that result from reliance upon any provision of this Section 2.05.010(d) or any administrative decision lawfully made thereunder. However, nothing in this subsection shall operate or be construed to

limit the rights of any holder or beneficial owner of any Bond to seek enforcement of the undertakings herein expressed through proceedings for a decree of specific performance in equity.

(9) This Section 2.05.010(d) shall inure solely to the benefit of the holders of the Bonds as required by Section (b)(5)(i) of the Rule, and shall create no rights in any other person or entity.

(10) The City shall maintain records of all disclosure made pursuant to this Section 2.05.010(d), including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

(11) The City may, from time to time, appoint or engage an agent to assist it in carrying out its obligations under this Section 2.05.010(d) and may discharge any such agent with or without appointing a successor agent.

(12) Nothing in this Section 2.05.010(d) shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this subsection or any other means of communication, or including any other information in any Annual Financial Information or notice of occurrence of a Reporting Event in addition to that which is required by this Section 2.05.010(d). If the City chooses to include any information from any document or notice of occurrence of a Reporting Event in addition to that which is specifically required by this Section 2.05.010(d), the City shall not have any obligation under this Section 2.05.010(d) to update such information or include it in any future disclosure or notice of the occurrence of a Reporting Event.

SECTION 2. Ordinance 48-366 passed on July 14, 2009, is hereby repealed in its entirety and replaced by this ordinance.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city newspaper.

[Remainder of page intentionally left blank]

PASSED by the Governing Body of the City of Wichita, Kansas this November 16, 2010.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk

(Seal)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

FIRST PUBLISHED IN THE DAILY REPORTER ON NOVEMBER 19, 2010

ORDINANCE NO. 48-901

AN ORDINANCE AMENDING SECTION 2.05.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, RELATING TO A MASTER UNDERTAKING TO PROVIDE ONGOING DISCLOSURE IN CONNECTION WITH GENERAL OBLIGATION TEMPORARY NOTES ISSUED BY THE CITY OF WICHITA, KANSAS, FOR DISTRIBUTION IN PUBLIC OFFERINGS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 2.05.020 of the Code of the City of Wichita shall read as follows:

2.05.020 Undertaking to Provide Ongoing Disclosure in Connection with City of Wichita General Temporary Notes Issued for Distribution Through Public Offering.

(a) This Section 2.05.020 establishes and constitutes a written undertaking which shall function as a master undertaking for the benefit of the holders as well as the beneficial owners of all general obligation temporary notes issued by the City of Wichita purchased for public distribution by one or more underwriters, on or after July 3, 1995 (the "Notes"), as might be required to establish legal preconditions for sale of some of the Notes through an underwriter or underwriters, under Section (b)(5)(i) of Securities and Exchange Commission ("SEC") Rule 15c2-12 (the "Rule") promulgated under the Securities Exchange Act of 1934, as amended.

(b) This Subsection (b) of Section 2.05.020 shall apply to all Notes issued on or between July 3, 1995, and June 30, 2009.

(1) The City of Wichita, as issuer of the Notes (the "Issuer") undertakes to provide the following information, at the times and to the recipients as provided in this Section 2.05.020(b):

- (i) Annual Financial Information;
- (ii) Audited Financial Statements; and,
- (iii) Material Event Notices.

(2) So long as the Rule (or the policy of the Issuer with respect to sale of the Notes) continues to require an undertaking to make ongoing disclosure as established herein, or performance of prior such undertakings, then, with respect to all of the Notes issued subject to such requirements which remain Outstanding:

(i) The Issuer shall provide the Annual Financial Information on or before December 31 of each year (the "Report Date"), beginning in December 1996, to each then existing NRMSIR and the SID, if any. The Issuer may adjust the Report Date if the Issuer changes its fiscal year by providing written notice of the change of fiscal year and the new Report Date to each then existing NRMSIR and the SID, if any; provided that the new Report Date shall be not more than 365 days after the end of the new fiscal year and provided further that the final Report Date relating to the former fiscal year and the initial Report Date relating to the new fiscal year shall not exceed

one year in duration. It shall be sufficient if the Issuer provides to each then existing NRMSIR and the SID, if any, the Annual Financial Information by specific reference to documents previously provided to each NRMSIR and the SID, if any, or filed with the Securities and Exchange Commission and, if such a document is a final official statement within the meaning of the Rule, available from the Municipal Securities Rulemaking Board ("MSRB"). The Issuer shall also provide to each NRMSIR and the SID, if any, copies of each final official statement (within the meaning of the Rule) which is produced on or after July 3, 1995, in connection with the offering of any of the Notes, within 60 days after such official statement is finalized for distribution by the underwriter.

(ii) The Issuer shall provide the Audited Financial Statements as part of the Annual Financial Information described in the preceding paragraph of this subsection.

(iii) If a Material Event occurs, the Issuer shall provide a Material Event Notice in a timely manner to the MSRB and the SID, if any. Each "Material Event Notice" shall be so captioned, and shall prominently state the date, title and CUSIP numbers of the Notes to which the Material Event(s) covered by the Material Event Notice pertain(s).

(iv) The Issuer shall provide, in a timely manner, to the MSRB and to the SID, if any, notice of any failure by the Issuer to provide Annual Financial Information on or before the Report Date to each then existing NRMSIR and the SID (if any) as required by the terms of this Section 2.05.010(b).

(3) The following are the definitions of the capitalized terms used in this Section 2.05.020(b) and not otherwise defined elsewhere in this Section 2.05.020(b):

(i) "Annual Financial Information" means the Issuer's Comprehensive Annual Financial Report ("CAFR"), presenting financial and statistical information for the previous fiscal year (prepared in accordance with the guidelines of the Government Finance Officers Association of the United States and Canada ("GFOA"), as the same may be from time to time amended), and operating data with respect to the Issuer, provided at least annually, of the type included in official statements relating to the Notes (including some unaudited data).

(ii) "Audited Financial Statements" means the Issuer's general purpose financial statements for the previous fiscal year, prepared in accordance with generally accepted accounting principles ("GAAP") for governmental units as prescribed by the Governmental Accounting Standards Board ("GASB") (except as otherwise stated or disclosed in the notes thereto or as otherwise required by applicable law, as the same may be from time to time amended), which shall have been audited by such auditor(s) as shall be then required or permitted by applicable law.

(iii) "Material Event" means any of the following events, if material, with respect to any of the Outstanding Notes:

- (A) Principal and interest payment delinquencies;
- (B) Non-payment related defaults;

- (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) Substitution of credit or liquidity providers or their failure to perform;
- (F) Adverse tax opinions or events affecting the tax-exempt status of the security;
- (G) Modifications to rights of security holders;
- (H) Note calls;
- (I) Defeasances;
- (J) Release, substitution, or sale of property securing repayment of the securities;
- (K) Rating changes.

(iv) "Material Event Notice" means written or electronic notice of a Material Event.

(v) "NRMSIR" means a nationally recognized municipal securities information repository, as recognized from time to time by the SEC for the purposes referred to in the Rule.

(vi) "Outstanding" when used with reference to any of the Notes shall mean, as of a particular date, all Notes theretofore authenticated and delivered under one or more Ordinances of the City of Wichita, except: (i) Notes theretofore canceled by the Fiscal Agent (as defined in the Ordinance(s) authorizing the issuance of such Notes) or delivered to such Fiscal Agent for cancellation; (ii) Notes for which payment or redemption monies or Government Securities (as defined in the Ordinance(s) authorizing the issuance of such Notes), or both, in the necessary amounts have been deposited with the Fiscal Agent or other such depository as provided in the Ordinance(s) authorizing the issuance of such Notes, in trust for the Owners thereof (whether upon or prior to maturity or the Redemption Date(s) of such Notes); or (iii) Notes in exchange for or in lieu of which Refunding Notes have been authenticated and delivered pursuant to the terms of (and within the meaning of) the appropriate Ordinance(s).

(vii) "Redemption Date(s)" shall mean, when used with respect to any Note(s), the date(s) established as such in the Ordinance(s) authorizing the issuance of such Note(s).

(viii) "SID" means a state information depository as operated or designated as such by the State of Kansas for the purposes referred to in the Rule.

(4) Unless otherwise required by law and subject to technical and economic feasibility, and to annual appropriations, the Issuer will exercise its best efforts to employ such methods of information transmission as shall be requested or recommended by the designated recipients of the Issuer's information.

(5) This Section 2.05.020(b) or any provision hereof, shall be subject to nullification and repeal in the event that the Issuer first delivers to each then existing NRMSIR and the SID, if any, an opinion of nationally recognized bond counsel to the effect that those portions of the Rule (and those portions of any policy of the Issuer) that require this Section 2.05.020(b) as a condition for particular underwriter conduct, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Notes. This Section 2.05.020(b) may be amended without the consent of the holders or beneficial owners of any Note(s), following the delivery by the Issuer to each then existing NRMSIR and the SID, if any, of the proposed amendment and the opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the adequacy of this Section 2.05.020(b) or the adequacy of the Issuer's subsequent conduct for purposes of compliance with the Rule, provided, however, that no such amendment will be made unless the following conditions are satisfied:

(i) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Issuer, or type of business conducted;

(ii) The undertaking, as amended, would have complied with the requirements of the Rule at the time of any primary offering to which the undertaking applies, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(iii) The amendment does not materially impair the interests of holders, as determined either by parties unaffiliated with the Issuer (such as the trustee or bond counsel) or by approving vote of holders of the Notes pursuant to the terms of the governing instrument(s) at the time of the amendment;

(iv) If the amendment changes the type of operating data or financial information provided pursuant to the Issuer's undertaking, the Annual Financial Information containing the amended operating data or financial information will explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided; and,

(v) If the amendment alters portions of the Issuer's undertaking specifying the accounting principles to be followed in preparing financial statements, the Annual Financial Information for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, which comparison should include a qualitative (and to the extent reasonably feasible, quantitative) discussion of the differences in the accounting principles and the impact of the change in principles on the presentation of the financial information. A notice of the change in accounting principles will be sent to the NRMSIRs or the MSRB, and the appropriate SID, if any.

(6) Any failure by the Issuer to perform in accordance with this Section 2.05.020(b) shall not constitute an "Event of Default" or "Default" within the meaning of any Ordinance(s) authorizing the issuance of any of the Notes, and the rights and remedies provided to holders or beneficial owners of the Notes under such Ordinance(s) upon the occurrence of such a "Default" or such an "Event of Default" shall not apply to any such failure.

(7) If any of the foregoing provisions or terms of this Section 2.05.020(b), or any application thereof, is held invalid, the invalidity shall not affect other applications of the provisions or terms of this Section 2.05.020(b) which reasonably can be given effect without the invalid provision or term or the application thereof, and to this end, the provisions of this Section 2.05.020(b) are declared to be severable.

(8) None of the provisions of this Section 2.05.020(b) are in any way intended to impose upon, or result in an assumption by, the City of Wichita or any of its officers, agents or employees, of any special duty or any civil law duty of care as to which any breach or alleged breach thereof could give rise to any claim for damages in tort, and the City hereby expressly disclaims any such duty or responsibility for damages, including (but not limited to) any direct, indirect, special or consequential damages. The provisions of this Section 2.05.020(b) shall not, in any way, create liability or a basis for liability on the part of the City of Wichita, Kansas or any officer or employee thereof for any damages that result from failure of the Issuer to timely perform any portion, provision, term or condition of the written undertaking on its part established herein, or for any damages that result from reliance upon any provision of this Section 2.05.020(b) or any administrative decision lawfully made thereunder. However, nothing in this subsection shall operate or be construed to limit the rights of any holder or beneficial owner of any Note to seek enforcement of the undertakings herein expressed through proceedings for a decree of specific performance in equity.

(c) This Subsection (c) of Section 2.05.020 shall apply to all Notes issued on or between July 17, 2009, and November 30, 2010.

(1) The following are the definitions of the capitalized terms used in this Section 2.05.020(c) and not otherwise defined elsewhere in this Section 2.05.020(c):

(i) "Annual Financial Information" means the City's Comprehensive Annual Financial Report ("CAFR"), presenting financial and statistical information for the previous fiscal year (prepared in accordance with the guidelines of the Government Finance Officers Association of the United States and Canada ("GFOA"), as the same may be from time to time amended), and operating data with respect to the City, provided at least annually, of the type included in official statements relating to the Notes (including some unaudited data).

(ii) "Audited Financial Statements" means the City's general purpose financial statements for the previous fiscal year, prepared in accordance with GAAP for governmental units as prescribed by the GASB (except as otherwise stated or disclosed in the notes thereto or as otherwise required by applicable law, as the same may be from time to time amended), which shall have been audited by such auditor(s) as shall be then required or permitted by applicable law.

(iii) "City" means the city of Wichita, Kansas.

(iv) "EMMA" means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB, or any other market access method approved under the Rule.

(v) "GAAP" means generally accepted accounting principles.

(vi) "GASB" means the Governmental Accounting Standards Board or its successors or assigns.

(vii) "Material Event" means any of the following events, if material, with respect to any of the Outstanding Notes:

- (A) Principal and interest payment delinquencies;
- (B) Non-payment related defaults;
- (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) Substitution of credit or liquidity providers or their failure to perform;
- (F) Adverse tax opinions or events affecting the tax-exempt status of the security;
- (G) Modifications to rights of security holders;
- (H) Note calls (other than mandatory sinking fund redemptions);
- (I) Defeasances;
- (J) Release, substitution, or sale of property securing repayment of the securities;
- (K) Rating changes.

(viii) "Material Event Notice" means notice in Prescribed Form in accordance with EMMA of a Material Event.

(ix) "MSRB" means the Municipal Securities Rulemaking Board and any successors or assigns, or any other entities or agencies approved under the Rule.

(x) "Outstanding" when used with reference to any of the Notes shall mean, as of a particular date, all Notes theretofore authenticated and delivered under one or more ordinances of the City, except: (i) theretofore canceled by the fiscal agent or paying agent (as defined in the ordinance(s) authorizing the issuance of such Notes) or delivered to such fiscal agent or paying agent for cancellation; (ii) Notes for which payment or redemption monies or government securities (as defined in the ordinance(s) authorizing the issuance of such Notes), or both, in the necessary amounts have been deposited with

the fiscal agent or paying agent or other such depository as provided in the ordinance(s) authorizing the issuance of such Notes, in trust for the owners thereof (whether upon or prior to maturity or the Redemption Date(s) of such Notes); or (iii) Notes in exchange for or in lieu of which refunding notes have been authenticated and delivered pursuant to the terms of (and within the meaning of) the appropriate ordinance(s).

(xi) "Prescribed Form" means such electronic format accompanied by such identifying information as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of the applicable information.

(xii) "Redemption Date(s)" shall mean, when used with respect to any Note(s), the date(s) established as such in the ordinance(s) authorizing the issuance of such Note(s).

(xiii) "Report Date" means December 31st of each year, beginning December 31, 2009.

(2) The City of Wichita, as an "obligated person" within the meaning of the Rule, undertakes to provide the following information, at the times and to the recipients as provided in this Section 2.05.020(c):

- (i) Annual Financial Information;
- (ii) Audited Financial Statements; and,
- (iii) Material Event Notices.

(3) So long as the Rule (or the policy of the Issuer with respect to sale of the Notes) continues to require an undertaking to make ongoing disclosure as established herein, or performance of prior such undertakings, then, with respect to all of the Notes issued subject to such requirements which remain Outstanding:

(i) The City shall provide the Annual Financial Information in Prescribed Form in accordance with EMMA to the MSRB, on or before the Report Date. The City may adjust the Report Date if the City changes its fiscal year by providing written notice of the change of fiscal year and the new Report Date to the MSRB; provided that the new Report Date shall be six months after the end of the new fiscal year and provided further that the period between the final Report Date relating to the former fiscal year and the initial Report Date relating to the new fiscal year shall not exceed one year in duration. It shall be sufficient if the City provides to the MSRB the Annual Financial Information by specific reference to documents available to the public on the MSRB's Internet Web site, or filed with the SEC.

(ii) If not provided as part of the Annual Financial Information, the City shall provide the Audited Financial Statements when and if available to the MSRB in Prescribed Form in accordance with EMMA.

(iii) If a Material Event occurs, the City shall file a Material Event Notice in a timely manner in Prescribed Form in accordance with EMMA with the MSRB. Each "Material Event Notice" shall be so captioned, and shall prominently state the date, title

and CUSIP numbers of the Notes to which the Material Event(s) covered by the Material Event Notice pertain(s).

(iv) The City shall provide in Prescribed Form in accordance with EMMA in a timely manner to the MSRB notice of any failure by the City to provide Annual Financial Information on or before the Report Date to the MSRB as required by the terms of this Section 2.05.010(c).

(4) The information listed in Subsection (c)(2) shall be provided by the City to the MSRB, at www.emma.msrb.org, in the Prescribed Form or by such other method of transmitting information that is approved by the SEC.

(5) This Section 2.05.020(c) or any provision hereof, shall be subject to nullification and repeal in the event that the City first delivers to the MSRB, an opinion of nationally recognized bond counsel to the effect that those portions of the Rule that require this Section 2.05.020(c) as a condition for particular underwriter conduct, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Notes. This Section 2.05.020(c) may be amended without the consent of the holders or beneficial owners of any Note(s), following the delivery by the City to the MSRB, of the proposed amendment and the opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the adequacy of this Section 2.05.020(c) or the adequacy of the City's subsequent conduct for purposes of compliance with the Rule, provided, however, that no such amendment will be made unless the following conditions are satisfied:

(i) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(ii) The undertaking, as amended, would have complied with the requirements of the Rule at the time of any primary offering to which the undertaking applies, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(iii) The amendment does not materially impair the interests of holders, as determined either by parties unaffiliated with the City (such as the trustee or bond counsel) or by approving vote of holders of the Notes pursuant to the terms of the governing instrument(s) at the time of the amendment;

(iv) If the amendment changes the type of operating data or financial information provided pursuant to the City's undertaking, the Annual Financial Information containing the amended operating data or financial information will explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided; and,

(v) If the amendment alters portions of the City's undertaking specifying the accounting principles to be followed in preparing financial statements, the Annual Financial Information for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, which comparison should include a qualitative (and to the extent reasonably feasible, quantitative) discussion of the differences in the accounting principles and the impact of

the change in principles on the presentation of the financial information. A notice of the change in accounting principles will be sent to the MSRB.

(6) Any failure by the City to perform in accordance with this Section 2.05.020(c) shall not constitute an "Event of Default" or "Default" within the meaning of any ordinance(s) authorizing the issuance of any of the Notes, and the rights and remedies provided to holders or beneficial owners of the Notes under such ordinance(s) upon the occurrence of such a "Default" or such an "Event of Default" shall not apply to any such failure.

(7) If any of the foregoing provisions or terms of this Section 2.05.020(c), or any application thereof, is held invalid, the invalidity shall not affect other applications of the provisions or terms of this Section 2.05.020(c) which reasonably can be given effect without the invalid provision or term or the application thereof, and to this end, the provisions of this Section 2.05.020(c) are declared to be severable.

(8) None of the provisions of this Section 2.05.020(c) are in any way intended to impose upon, or result in an assumption by, the City or any of its officers, agents or employees, of any special duty or any civil law duty of care as to which any breach or alleged breach thereof could give rise to any claim for damages in tort, and the City hereby expressly disclaims any such duty or responsibility for damages, including (but not limited to) any direct, indirect, special or consequential damages. The provisions of this Section 2.05.020(c) shall not, in any way, create liability or a basis for liability on the part of the City or any officer or employee thereof for any damages that result from failure of the City to timely perform any portion, provision, term or condition of the written undertaking on its part established herein, or for any damages that result from reliance upon any provision of this Section 2.05.020(c) or any administrative decision lawfully made thereunder. However, nothing in this subsection shall operate or be construed to limit the rights of any holder or beneficial owner of any Note to seek enforcement of the undertakings herein expressed through proceedings for a decree of specific performance in equity.

(9) This Section 2.05.020(c) shall inure solely to the benefit of the holders of the Notes as required by Section (b)(5)(i) of the Rule, and shall create no rights in any other person or entity.

(10) The City shall maintain records of all disclosure made pursuant to this Section 2.05.020(c), including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

(d) This Subsection (d) of Section 2.05.010 shall apply to all Notes issued on or after December 1, 2010.

(1) The following are the definitions of the capitalized terms used in this Section 2.05.010(d) and not otherwise defined elsewhere in this Section 2.05.010(d):

(i) "Annual Financial Information" means the City's Comprehensive Annual Financial Report ("CAFR"), presenting financial and statistical information for the previous fiscal year (prepared in accordance with the guidelines of the Government Finance Officers Association of the United States and Canada ("GFOA"), as the same may be from time to time amended), and operating data with respect to the City, provided at least annually, of the type included in official statements relating to the Notes.

(ii) "Audited Financial Statements" means the City's general purpose financial statements for the previous fiscal year, prepared in accordance with GAAP for governmental units as prescribed by the GASB (except as otherwise stated or disclosed in the notes thereto or as otherwise required by applicable law, as the same may be from time to time amended), which shall have been audited by such auditor(s) as shall be then required or permitted by applicable law.

(iii) "City" means the city of Wichita, Kansas.

(iv) "EMMA" means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB, or any other market access method approved under the Rule.

(v) "GAAP" means generally accepted accounting principles.

(vi) "GASB" means the Governmental Accounting Standards Board or its successors or assigns.

(vii) "MSRB" means the Municipal Securities Rulemaking Board and any successors or assigns, or any other entities or agencies approved under the Rule.

(viii) "Outstanding" when used with reference to any of the Notes shall mean, as of a particular date, all Notes theretofore authenticated and delivered under one or more ordinances or resolution(s) of the City, except: (i) Notes theretofore canceled by the fiscal agent or paying agent (as defined in the ordinance(s) or resolution(s) authorizing the issuance of such Notes) or delivered to such fiscal agent or paying agent for cancellation; (ii) Notes for which payment or redemption monies or government securities (as defined in the ordinance(s) or resolution(s) authorizing the issuance of such Notes), or both, in the necessary amounts have been deposited with the fiscal agent or paying agent or other such depository as provided in the ordinance(s) or resolution(s) authorizing the issuance of such Notes, in trust for the owners thereof (whether upon or prior to maturity or the Redemption Date(s) of such Notes); or (iii) Notes in exchange for or in lieu of which refunding notes have been authenticated and delivered pursuant to the terms of (and within the meaning of) the appropriate ordinance(s) or resolution(s).

(ix) "Prescribed Form" means such electronic format accompanied by such identifying information as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of the applicable information.

(x) "Redemption Date(s)" shall mean, when used with respect to any Note(s), the date(s) established as such in the ordinance(s) or resolution(s) authorizing the issuance of such Note(s).

(xi) "Report Date" means December 31st of each year, beginning December 31, 2011.

(xii) "Reporting Event" means any of the following events, if material, with respect to any of the Outstanding Notes:

(A) Principal and interest payment delinquencies;

- (B) Non-payment related defaults, if material;
 - (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (E) Substitution of credit or liquidity providers or their failure to perform;
 - (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (G) Modifications to rights of security holders, if material;
- (H) Note calls, if material, and tender offers;
- (I) Defeasances;
- (J) Release, substitution, or sale of property securing repayment of the securities, if material;
- (K) Rating changes;
 - (L) Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - (M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (N) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(xiii) "Reporting Event Notice" means notice in Prescribed Form in accordance with EMMA of a Reporting Event.

(2) The City, as an "obligated person" within the meaning of the Rule, undertakes to provide the following information, at the times and to the recipients as provided in this Section 2.05.010(d):

- (i) Annual Financial Information;

- (ii) Audited Financial Statements; and,
- (iii) Reporting Event Notices.

(3) So long as the Rule continues to require an undertaking to make ongoing disclosure as established herein, or performance of prior such undertakings, then, with respect to all of the Notes issued subject to such requirements which remain Outstanding:

(i) The City shall provide the Annual Financial Information in Prescribed Form in accordance with EMMA to the MSRB, on or before the Report Date. The City may adjust the Report Date if the City changes its fiscal year by providing written notice of the change of fiscal year and the new Report Date to the MSRB; provided that the new Report Date shall be not exceed on year form the end of the new fiscal year and provided further that the period between the final Report Date relating to the former fiscal year and the initial Report Date relating to the new fiscal year shall not exceed one year in duration. It shall be sufficient if the City provides to the MSRB the Annual Financial Information by specific reference to documents available to the public on the MSRB's Internet Web site, or filed with the SEC.

(ii) If not provided as part of the Annual Financial Information, the City shall provide the Audited Financial Statements when and if available to the MSRB in Prescribed Form in accordance with EMMA.

(iii) If a Reporting Event occurs, the City shall file a Reporting Event Notice in a timely manner not in excess of ten business days after the occurrence of the event in Prescribed Form in accordance with EMMA with the MSRB. Each "Reporting Event Notice" shall be so captioned, and shall prominently state the date, title and CUSIP numbers of the Notes to which the Reporting Event(s) covered by the Reporting Event Notice pertain(s).

(iv) The City shall provide in Prescribed Form in accordance with EMMA in a timely manner to the MSRB notice of any failure by the City to provide Annual Financial Information on or before the Report Date to the MSRB as required by the terms of this Section 2.05.010(d).

(4) The information listed in Subsection (d)(2) shall be provided by the City to the MSRB, at www.emma.msrb.org, in the Prescribed Form or to such other location and by such other method of transmitting information that is approved by the SEC.

(5) This Section 2.05.010(d) or any provision hereof, shall be subject to nullification and repeal in the event that the City first delivers to the MSRB, an opinion of nationally recognized bond counsel to the effect that those portions of the Rule that require this Section 2.05.010(c) as a condition for particular underwriter conduct, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Notes. This Section 2.05.010(d) may be amended without the consent of the holders or beneficial owners of any Note(s), following the delivery by the City to the MSRB, of the proposed amendment and the opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the adequacy of this Section 2.05.010(d) or the adequacy of the City's subsequent conduct for purposes of compliance with the Rule, provided, however, that no such amendment will be made unless the following conditions are satisfied:

(i) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(ii) The undertaking, as amended, would have complied with the requirements of the Rule at the time of any primary offering to which the undertaking applies, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(iii) The amendment does not materially impair the interests of holders, as determined either by parties unaffiliated with the City (such as the trustee or bond counsel) or by approving vote of holders of the Notes pursuant to the terms of the governing instrument(s) at the time of the amendment;

(iv) If the amendment changes the type of operating data or financial information provided pursuant to the City's undertaking, the Annual Financial Information containing the amended operating data or financial information will explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided; and,

(v) If the amendment alters portions of the City's undertaking specifying the accounting principles to be followed in preparing financial statements, the Annual Financial Information for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, which comparison should include a qualitative (and to the extent reasonably feasible, quantitative) discussion of the differences in the accounting principles and the impact of the change in principles on the presentation of the financial information. A notice of the change in accounting principles will be sent to the MSRB.

(6) Any failure by the City to perform in accordance with this Section 2.05.010(d) shall not constitute an "Event of Default" or "Default" within the meaning of any ordinance(s) or resolution(s) authorizing the issuance of any of the Notes, and the rights and remedies provided to holders or beneficial owners of the Notes under such ordinance(s) or resolution(s) upon the occurrence of such a "Default" or such an "Event of Default" shall not apply to any such failure.

(7) If any of the foregoing provisions or terms of this Section 2.05.010(d), or any application thereof, is held invalid, the invalidity shall not affect other applications of the provisions or terms of this Section 2.05.010(d) which reasonably can be given effect without the invalid provision or term or the application thereof, and to this end, the provisions of this Section 2.05.010(d) are declared to be severable.

(8) None of the provisions of this Section 2.05.010(d) are in any way intended to impose upon, or result in an assumption by, the City or any of its officers, agents or employees, of any special duty or any civil law duty of care as to which any breach or alleged breach thereof could give rise to any claim for damages in tort, and the City hereby expressly disclaims any such duty or responsibility for damages, including (but not limited to) any direct, indirect, special or consequential damages. The provisions of this Section 2.05.010(d) shall not, in any way, create liability or a basis for liability on the part of the City or any officer or employee thereof for any damages that result from failure of the City to timely perform any portion, provision, term or

condition of the written undertaking on its part established herein, or for any damages that result from reliance upon any provision of this Section 2.05.010(d) or any administrative decision lawfully made thereunder. However, nothing in this subsection shall operate or be construed to limit the rights of any holder or beneficial owner of any Note to seek enforcement of the undertakings herein expressed through proceedings for a decree of specific performance in equity.

(9) This Section 2.05.010(d) shall inure solely to the benefit of the holders of the Notes as required by Section (b)(5)(i) of the Rule, and shall create no rights in any other person or entity.

(10) The City shall maintain records of all disclosure made pursuant to this Section 2.05.010(d), including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

(11) The City may, from time to time, appoint or engage an agent to assist it in carrying out its obligations under this Section 2.05.010(d) and may discharge any such agent with or without appointing a successor agent.

(12) Nothing in this Section 2.05.010(d) shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this subsection or any other means of communication, or including any other information in any Annual Financial Information or notice of occurrence of a Reporting Event in addition to that which is required by this Section 2.05.010(d). If the City chooses to include any information from any document or notice of occurrence of a Reporting Event in addition to that which is specifically required by this Section 2.05.010(d), the City shall not have any obligation under this Section 2.05.010(d) to update such information or include it in any future disclosure or notice of the occurrence of a Reporting Event.

SECTION 2. Ordinance 48-367, passed on July 14, 2009, is hereby repealed in its entirety and replaced by this ordinance.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city newspaper.

[Remainder of page intentionally left blank]

PASSED by the Governing Body of the City of Wichita, Kansas this November 16, 2010.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk

(Seal)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
November 9, 2010

TO: Mayor and City Council

SUBJECT: Quarterly Financial Report for the quarter ending September 30, 2010

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Receive and file the quarterly financial report.

Background: The Finance Department prepares quarterly unaudited financial reports to monitor and review the financial activities of the operating and capital funds. The report is presented to provide the City Council and citizens with information that will assist in making informed decisions. The report is available on the City's web-site. Citizens may obtain a printed copy by contacting the Department of Finance at 268-4651.

Analysis: Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements prepared on an accrual basis are presented for enterprise funds, consistent with requirements of revenue bond covenants. The quarterly financial report does not contain all the entries and adjustments that will be reflected in the Comprehensive Annual Financial Report for fiscal 2010.

Financial highlights are summarized beginning on page iii, with financial statements beginning on page 1. Information supplementary to the financial statements begins on page 63, including information on the performance of invested funds, the City's bonded indebtedness relative to the legal debt limitations, capital projects currently underway, tax abatements, the status of the Debt Service fund relative to any debt service payments due from the tax increment financing districts, and a quarterly summary of disadvantaged and emerging business activity.

Financial Considerations: The Director of Finance will provide a financial overview and stand for questions.

Goal Impact: The Internal Perspective is advanced with the Quarterly Financial Report providing information on the financial condition of City to the City Council, to the Citizens of Wichita and to investors. In addition, the report demonstrates budgetary compliance with applicable laws and ordinances for the reporting year.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council receive and file the Quarterly Financial Report for the quarter ended September 30, 2010.

City of Wichita
City Council Meeting
November 9, 2010

To: Mayor and City Council

Subject: Memorandum of Understanding Regarding McConnell Air Force Base and Adjacent Critical Area of Interest

Initiated By: Metropolitan Area Planning Department

Agenda: New Business

Recommendation: Approve the Memorandum of Understanding

Background: In 2010, the Kansas Legislature passed House Bill No. 2445, which promotes communication, cooperation, and collaboration between military installations and adjacent municipalities. House Bill No. 2445 requires the designation of certain property surrounding a military installation as a “critical area of interest” and requires municipalities to notify the military installation of plans, zoning changes, and development proposals that affect the critical area of interest. House Bill No. 2445 also requires municipalities to consider certain factors that could negatively impact the operation of the military installation when considering plans, zoning changes, and development proposals within the critical area of interest. Finally, House Bill No. 2445 requires municipalities to provide written notice of the presence and potential impacts of the military installation to individuals seeking construction permits within the critical area of interest.

Analysis: House Bill No. 2445 provides that the critical area of interest be designated cooperatively by the military installation and the adjacent municipalities. Staff from McConnell Air Force Base, Sedgwick County, and the cities of Derby and Wichita met several times to discuss the requirements of House Bill No. 2445 and review the Joint Land Use Study for McConnell Air Force Base and existing zoning regulations for the area surrounding McConnell. Based on this discussion and review, staff from all four entities agreed to recommend that the critical area of interest surrounding McConnell should encompass the land governed by the two zoning overlay districts that currently surround McConnell. These zoning overlay districts are the Airport Overlay District and the Air Force Base Protection Overlay District, and a map of the recommended critical area of interest is on the last page of the attached Memorandum of Understanding. The attached Memorandum of Understanding also spells out each entity’s obligations as outlined below:

All Parties

1. Designate an organizational representative.
2. Meet at least annually to review the boundaries of the critical area of interest.

Sedgwick County, Derby and Wichita

1. Provide 30 days written notice to McConnell of proposed plan amendments or zoning regulations changes in the critical area of interest.
2. Provide written notice within the statutorily-required time period to McConnell of any development proposal within the critical area of interest.
3. Consider the impact of the factors outlined in House Bill No. 2445 that could negatively impact the operation of the military installation when considering plans, zoning changes, and development proposals within the critical area of interest.
4. Review and coordinate changes to the comprehensive plan and zoning regulations in the critical area of interest with the Joint Land Use Study and Air Installation Compatible Use Zone for McConnell.

5. Provide written notice of the presence and potential impacts of the military installation to individuals seeking construction permits within the critical area of interest.

McConnell

1. Coordinate with the designated municipal representatives regarding any alterations to the Joint Land Use Study, Air Installation Compatible Use Zone, and Environmental Noise Management Plan for McConnell.
2. Review and provide comment regarding the impact to McConnell of any proposed zoning regulation, comprehensive plan document, or development proposal within the critical area of interest.

The Derby City Council is scheduled to consider the Memorandum of Understanding on November 9, 2010, and the Sedgwick County Commission is scheduled to consider it on November 10, 2010. McConnell Air Force Base has indicated it will sign the Memorandum of Understanding after it has been approved by the three governing bodies.

Financial Consideration: None.

Goal Impact: The proposed Memorandum of Understanding addresses the Economic Vitality and Affordable Living Goal by furthering reasonable development standards that help balance future operations at McConnell with the growth needs of the City.

Legal Consideration: The obligations of the City of Wichita outlined in the Memorandum of Understanding are required by State Law. The Memorandum of Understanding has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: Approve the Memorandum of Understanding and authorize the necessary signatures.

Attachment: House Bill No. 2445
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
Communication, Cooperation, and Collaboration Regarding
McConnell Air Force Base and Adjacent Critical Area of Interest

THIS MEMORANDUM OF UNDERSTANDING' is entered into this 9th day of November, 2010, by and between Sedgwick County, Kansas, hereinafter referred to as "County," the City of Wichita, Kansas, hereinafter referred to as "Wichita," the City of Derby, Kansas, hereinafter referred to as "Derby," and McConnell Air Force Base, hereinafter referred to as "McConnell."

WITNESSETH:

WHEREAS, the Legislature of the State of Kansas has enacted House Bill No. 2445, effective July 1, 2010, titled an Act concerning land use; relating to military installations and adjacent areas; and

WHEREAS, House Bill No. 2445, as published in L. 2010, ch. 21, promotes communication, cooperation, and collaboration between military installations and adjacent and/or surrounding municipalities regarding the military installation; and

WHEREAS, House Bill No. 2445 designates any area wholly or partly within the area of the *McConnell Air Force Base Joint Land Use Study (JLUS), May 2005* as a state area of interest vital to national security and the economic well being of Kansas; and

WHEREAS, House Bill No. 2445 provides for the designation of any property within the state area of interest as a critical area of interest;

WHEREAS, the purpose of this memorandum is to implement the legislative goals set out in House Bill No. 2445 and to provide a framework for local governments and McConnell to partner in achieving those goals. Nothing in this memorandum is intended to waive any rights, immunities or privileges of the United States Government.

WHEREAS, the parties agree future use in said critical area of interest is to be determined in a coordinated manner among the County, Wichita, Derby, and McConnell and will be monitored and managed to reduce any potential conflict with the operation of McConnell and the economic well being of the County, Wichita, and Derby;

NOW, THEREFORE, for these reasons and in consideration of the conditions, covenants, and agreements set forth below, the County, Wichita, Derby, and McConnell agree as follows:

1. Critical Area of Interest – The critical area of interest surrounding McConnell is shown on the map in Attachment A. The critical area of interest may be amended from time to time, as determined necessary by the parties and by written agreement among the parties.
2. Designated Representatives – The Sedgwick County Manager, Wichita City Manager, Derby City Manager, and Commander of McConnell will designate a representative for their respective organizations that is responsible for implementing this agreement. Designations will be by written notice to the other parties and may be changed from time to time, as necessary.

McConnell agrees that notice to, or meetings with, its designated representative is deemed notice to, or meeting with, the Commander of McConnell.

3. Annual Meeting. The parties agree to meet and coordinate at least annually to determine if the boundaries of the critical area of interest need to be modified.
4. Municipal Responsibilities – The County, Wichita, and Derby hereby agree to the following responsibilities:
 - a. Notify the designated representative of McConnell in writing at least 30 days prior to the official public hearing of any proposed adoption or amendment of any zoning regulation or comprehensive planning document that affects the critical area of interest.
 - b. Notify the designated representative of McConnell in writing within the applicable required notice period for any public hearing of any development proposal within the critical area of interest and provide the designated representative of McConnell an opportunity to assess the impact of the proposal and coordinate issues with the municipality. If no public hearing is required or there is no statutory notice period requirement for a development proposal, notice shall be provided to the designated McConnell representative if the proposal implicates any provision of the air installation compatible use zone (AICUZ).
 - c. Consider the impact of each of the following factors, based upon information provided by the designated representative of McConnell, before making a decision regarding a development proposal located within the critical area of interest:
 - (1) The potential for release into the air of any substance such as steam, dust or smoke, unless such substance is generated by agricultural use, that would impair visibility or otherwise interfere with military operations, including ground operations.
 - (2) The potential for production of any light emission, either directly, or indirectly or by reflective light, that would interfere with pilot vision, and aerial or ground based night vision training.
 - (3) The potential for the production of electrical emissions that would interfere with military ground and aircraft communications and navigation equipment.
 - (4) The potential to attract birds or waterfowl including, but not limited to, operation of any sanitary landfill and the maintenance of any large scale feeding station.
 - (5) Whether or not structures are proposed within 10 feet of any defined aircraft approach, departure, or transitional surface; or within 100 feet beneath any low-level military aircraft training route as provided by the federal aviation administration.
 - (6) The potential to expose persons to noise greater than 65 DNL.
 - (7) The potential for obstructed visibility or surveillance, or both, of direct fire weaponry platforms into permanently populated or operational areas of military installations.
 - (8) Whether or not there will be a violation of any federal aviation administration height restriction in title 14 of the code of federal regulations (14 CFR) part 77 entitled “Objects Affecting Navigable Airspace” or Department of Defense Instruction (DoDI) Number 4165.57 entitled “Air Installations Compatible Use Zones.”
 - d. Review and coordinate the adoption or amendment of any zoning regulation or comprehensive planning document affecting the critical area of interest and consider the most current JLUS and AICUZ with a view to protection of public health, safety and welfare and maintenance of safe military and aircraft operations, and the sustainability of installation missions.
 - e. Provide the following written notice to individuals receiving a construction permit for improvements within the critical area interest: “The property for which this permit is issued

is situated in an area that may be subjected to conditions resulting from military training at a nearby military installation. Such conditions may include the firing of small and large caliber weapons, the over flight of both fixed-wing and rotary-wing aircraft, the movement of vehicles, the use of generators and other accepted and customary military training activities. These activities ordinarily and necessarily produce noise, dust, smoke and other conditions that may not be compatible with the permitted improvement according to established federal guidelines, state guidelines or both.”

5. Military Responsibilities – McConnell hereby agrees to the following responsibilities:
 - a. Notify and coordinate with the designated representative of each municipality regarding any development, project or operational change on McConnell which will alter or amend the JLUS, AICUZ, Environmental Noise Management Plan (ENMP), or any element therein. Nothing in this paragraph is intended to require McConnell to obtain approval from any municipality for any proposed developments, projects or operational changes, except as otherwise required by applicable federal, state or local statutes, regulations, codes or other laws.
 - b. Review and provide comment to the designated representative of each municipality regarding the impact on McConnell of any proposed zoning regulation, comprehensive plan document, or development proposal within the critical area of interest.
 - c. Failure of McConnell to notify and coordinate or to review and provide comments to the designated representative of each municipality, as provided in subparagraph 5.a and 5.b does not waive any rights, immunities or privileges of the United States Government.
6. The terms and conditions of this memorandum, express or implied, exist only for the benefit of the parties to this memorandum and their respective successors and assigns. No other person or entity will be deemed to be a third party beneficiary of this memorandum.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the duly authorized representatives of parties hereto have executed this MEMORANDUM OF UNDERSTANDING the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF WICHITA, KANSAS

KARL PETERJOHN, THIRD DISTRICT
Chairman, Board of County Commissioners

CARL BREWER
Mayor

ATTEST:

ATTEST:

KELLY ARNOLD
County Clerk

KAREN SUBLETT
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

ROBERT W. PARNACOTT
Assistant County Counselor

GARY E. REBENSTORF
City Attorney

CITY OF DERBY, KANSAS

MCCONNELL AIR FORCE BASE

DION AVELLO
Mayor

COLONEL JAMES W. CROWHURST
Commander, 22nd Air Refueling Wing

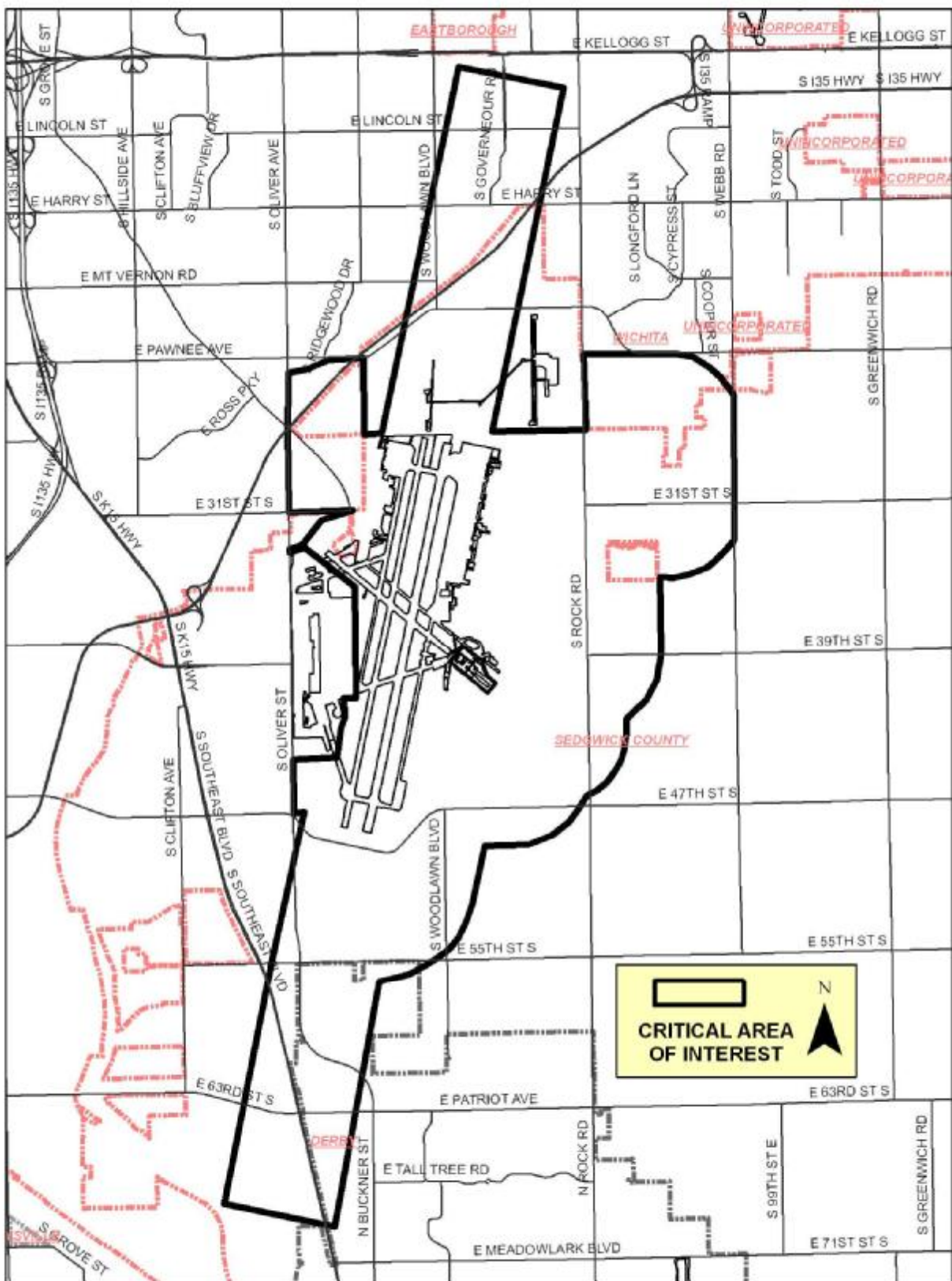
ATTEST:

JEAN EPPERSON
City Clerk

APPROVED AS TO FORM:

PHIL ALEXANDER
City Attorney

ATTACHMENT A
CRITICAL AREA OF INTEREST



HOUSE BILL No. 2445

AN ACT concerning land use; relating to military installations and adjacent areas.

Be it enacted by the Legislature of the State of Kansas:

Section 1. Areas of this state that are wholly or in part within jointly developed community — military air installation compatible use zone (AICUZ) study area, joint land use study (JLUS) area, army compatible use buffer (ACUB), or an environmental noise management plan (ENMP) of an active duty, national guard or reserve military installation shall constitute a state area of interest vital to national security and the economic well being of the state.

Sec. 2. (a) It is the desire of the state of Kansas to promote communication, cooperation and collaboration between any military installation and any municipality adjacent to or surrounding the military installation.

(b) To further communication, cooperation and collaboration:

(1) Each military installation shall:

(A) Notify and coordinate with each municipality adjacent to or surrounding the military installation regarding any development, project or operational change on the military installation which will alter or amend a JLUS, ACUB, AICUZ or ENMP or any element therein.

(B) Notify each municipality adjacent to or surrounding the military installation of any change in the name of any contact person, and any related information thereto, who is used for the purpose of communication between the military installation and the municipality.

(C) Meet and coordinate at least annually with representatives of each municipality adjacent to or surrounding military installations for the purpose of determining any critical area within the state area of interest. A critical area of interest is any portion of the state area of interest where future use of such area is determined in a coordinated manner between the military installation and the municipality and should be monitored or managed to reduce any potential conflict with any military operation and the economic well being of the municipality.

(2) Each municipality adjacent to or surrounding a military installation shall:

(A) Meet and coordinate at least annually with the commander of the active duty, national guard or reserve military installation associated with the state area of interest in which the municipality is located to jointly determine what portion, if any, of that state area of interest is a critical area.

(B) Notify the commander of each military installation located adjacent to or surrounded by a municipality of any change in the name of any contact person, and any related information thereto, who is used for the purpose of communication between the military installation and the municipality.

(C) Provide notice to the commander of each military installation located adjacent to or surrounded by a municipality of the adoption of any regulation, including any amendment thereof, or any amendment to any comprehensive planning document which affects any mutually agreed upon critical area. Such notice shall be provided at least 30 days prior to the adoption of any such regulation, or amendment thereof, or any such amendment to a comprehensive planning document. Failure of an installation commander to respond after receiving notification under this subparagraph shall be deemed to indicate such commander's approval of the regulation, or amendment thereof, or amendment to the comprehensive planning document.

(D) Provide written notice to the commander of each military installation located adjacent to or surrounded by a municipality of each development proposal which affect any agreed upon critical area to provide the commander of any military installation affected an opportunity to assess any impact and coordinate issues with planning staff. Such an assessment shall not be unreasonably withheld, but shall be offered within the statutorily required notice for public hearing. Such notice shall be provided concurrently with any statutorily required notice for public hearing.

(E) Consider the impact of each of the following factors, based upon information provided by the installation, before making a decision regarding a development proposal located within an agreed upon critical area:

(i) The potential for release into the air of any substance such as steam, dust or smoke unless such substance is generated by agricultural use, that would impair visibility or otherwise interfere with military operations, including ground operations.

(ii) The potential for production of any light emission, either directly, or indirectly or by reflective light, that would interfere with pilot vision, and aerial or ground based night vision training.

(iii) The potential for the production of electrical emissions that would interfere with military ground and aircraft communications and navigation equipment.

(iv) The potential to attract birds or waterfowl including, but not limited to, operation of any sanitary landfill and the maintenance of any large scale feeding station.

(v) Whether or not structures are proposed within 10 feet of any defined aircraft approach, departure, or transitional surface; or within 100 feet beneath any low-level military aircraft training route as provided by the federal aviation administration.

(vi) The potential to expose persons to noise greater than 65 DNL.

(vii) The potential for obstructed visibility or surveillance, or both, of direct fire weaponry platforms into permanently populated or operational areas of military installations.

(viii) Whether or not there will be a violation of any federal aviation administration height restriction in title 14 of the code of federal regulations (14 CFR) part 77 entitled “Objects Affecting Navigable Airspace” or Department of Defense Instruction (DoDI) Number 4165.57 entitled “Air Installations Compatible Use Zones.”

(F) Review and coordinate all comprehensive plans or zoning ordinances or regulations affecting any mutually agreed upon critical area of a state area of interest and consider the most current jointly developed community — military JLUS or AICUZ, or both, recommendations sponsored by the United States air force installation located at McConnell air force base located in Sedgwick county, Kansas, sponsored by the United States department of the army installations located at Fort Riley in or adjacent to Clay, Geary and Riley counties, Kansas, and Fort Leavenworth in Leavenworth county, Kansas, or sponsored by the Kansas adjutant general for Forbes Field in Shawnee county, Kansas, or the Smoky Hill facility located in Saline county, Kansas. All such comprehensive plans or zoning ordinances or regulations shall also consider the presence of any ACUB and the findings of any AICUZ or ENMP.

(G) For such plans, ordinances or regulations, consider the recommendation or study provided by the military with a view to protection of public health, safety and welfare and maintenance of safe military and aircraft operations, and the sustainability of installation missions.

(H) Consider the adoption of a mandatory disclosure requirement for any property within any agreed upon critical area of a state area of interest, which would inform a buyer of the potential for impact from noise, smoke, dust, light, electromagnetic interference and aircraft safety zones on the landowner produced by normal military operations.

(I) Provide the following written notice to individuals receiving a construction permit for improvements within the agreed upon critical area:

“The property for which this permit is issued is situated in an area that may be subjected to conditions resulting from military training at a nearby military installation. Such conditions may include the firing of small and large caliber weapons, the over flight of both fixed-wing and rotary-wing aircraft, the movement of vehicles, the use of generators and other accepted and customary military training activities. These activities ordinarily and necessarily produce noise, dust, smoke and other conditions that may not be compatible with the permitted improvement according to established federal guidelines, state guidelines or both.”

(c) Nothing herein shall prevent municipalities adjacent to or surrounding military installations from entering into interlocal agreements with such military installations, in order to accomplish the objectives expressed herein.

Sec. 3. As used in sections 1 through 4, and amendments thereto:

(a) “AICUZ” means a jointly developed community — military air installation compatible use zone.

(b) “ACUB” means an army compatible use buffer.

- (c) “Development proposal” means any development requiring a review process prior to approval including, but not limited to, platting, rezoning, conditional use, special use, variance or any other similar action.
- (d) “DNL” means a day — night noise level.
- (e) “ENMP” means an environmental noise management plan of an active duty, national guard or reserve military installation.
- (f) “JLUS” means a joint land use study.
- (g) “Military training buffer contract” means land in which the private owner voluntarily provides, sells or leases the development rights for the land or provides, sells or leases the right of the military to reject proposed development that will be incompatible with the training mission and operations of a federal or state military facility of more than 100 acres. Nothing in the state area of interest, military training buffer area or military training buffer area contract shall provide authority for the use of eminent domain.
- (h) “Municipality” shall mean a city or county.
- (i) “State area of interest military training buffer area” means land that is contiguous to a federal or state military facility of more than 100 acres as specified in the applicable AICUZ, JLUS, ACUB, or ENMP or is located adjacent to lands already in the program or is under a military flight path.

Sec. 4. Notwithstanding any other provision of this act, the final decision on all planning, development, zoning and land use issues shall be made by each municipality adjacent to or surrounding a military installation.

Sec. 5. This act shall take effect and be in force from and after its publication in the statute book.

I hereby certify that the above BILL originated in the
HOUSE, and passed that body

Speaker of the House.

Chief Clerk of the House.

Passed the SENATE _____

President of the Senate.

Secretary of the Senate.

APPROVED _____

Governor.

City of Wichita
City Council Meeting
November 09, 2010

TO: Mayor and City Council

SUBJECT: Initiation of Athletic Court CIP Funding. (Districts II and VI)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the initiation of the funds for athletic courts for 2010 and 2012 and the attached bonding resolution.

Background: The Ralph Wulz Riverside Tennis Center, Edgemoor Park Tennis complex, and McAdams Tennis complex are favorite locations for tennis enthusiasts. In recent years, these tennis complexes have shown signs of deterioration due to age and use. Currently, these facilities host a number of tournaments including the Junior College Region 4, Kansas Collegiate Athletic Conference Men's and Women's Tennis Championship, and the Air Capital Classic Wheelchair Tournament. Historically, the City has also hosted the United States Tennis Association (USTA) sanctioned Missouri Valley Tennis Association 14's Team event, for students 14 and under. To ensure competitiveness in the award of current and future USTA events and other tennis tournaments to meet Missouri Valley level tournaments; the host site must have a minimum of 24 tournament quality courts.

The City has already begun the process of major renovations at the Ralph Wulz facility. On October 6, 2010, the City awarded a contract to Phillips Southern Electric to upgrade the outdoor complex with a state of the art lighting system. The new lighting system will provide dramatic improvement in lighting levels and energy efficiency. These proposed additional athletic court improvements will allow the City to meet necessary tournament standards for these prestigious events.

Analysis: The City has determined that these complexes require renovations to remain competitive and vital to the local and regional tennis circuit. At Ralph Wulz Tennis Center, three of the ten outdoor courts are in very good condition. However, the remaining seven outdoor courts require surface improvements and renovations. Additionally, the courts at Edgemoor Park and McAdams Park require attention to improve them to an acceptable standard for tournament play.

Financial Considerations: The 2009-2018 Adopted CIP includes funding for athletic court renovation, including \$250,000 budgeted in 2010 and \$250,000 budgeted in 2012. Policy dictates that only CIP projects in the first two years of the adopted CIP can be presented by staff for initiation. The Park Department is requesting a waiver from this policy in order to initiate the 2012 budgeted amount. Staff believes that more favorable construction prices can be obtained by combining the two budgeted amounts. In addition, initiating the entire amount would create a more critical mass of courts available for tournament quality play.

Goal Impact: The improvements and renovations to our existing tennis facilities will improve Quality of Life for citizens. The investment will help maintain and optimize public facilities and assets. The improvements will also attract out of town visitors for tournament events.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the initiation of the project, 2) approve the bonding resolution and, 3) authorize all necessary signatures.

Attachments: Bonding Resolution.

RESOLUTION NO. 10-285

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR LABOR, MATERIAL AND EQUIPMENT FOR THE RENOVATION OF RALPH WULZ RIVERSIDE TENNIS CENTER, EDGEMOOR PARK TENNIS COMPLEX AND MCADAMS TENNIS COMPLEX.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

The labor, material, and equipment for the renovation of Ralph Wulz Riverside Tennis Center, Edgemoor Park Tennis complex and McAdams Tennis Complex.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$500,000 exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 9th day of November, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
November 9, 2010

TO: Mayor and City Council

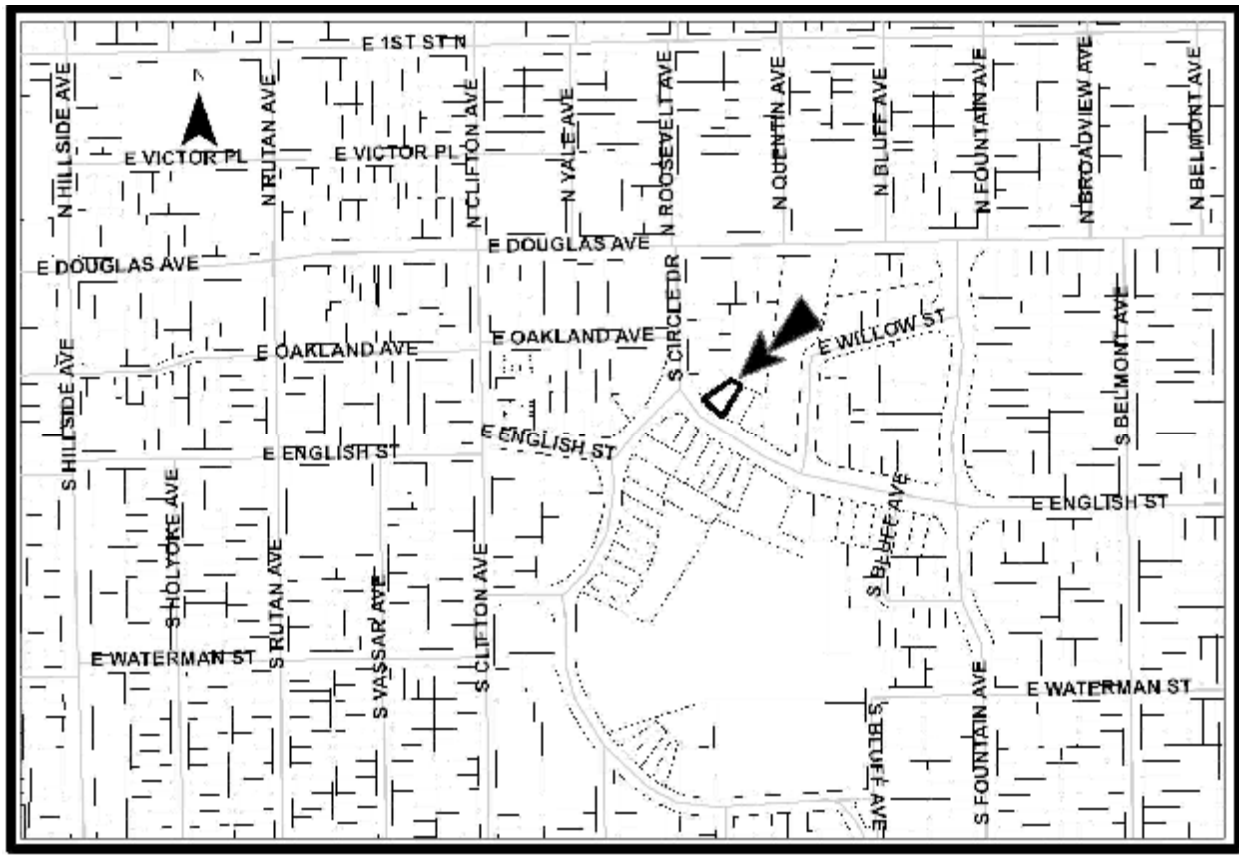
SUBJECT: ZON2010-00037 – City zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential; generally located one block south of Douglas Avenue and Circle Drive, on the north side of English Street at its connection to Circle Drive (3804 and 3806 East English Street). (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve (12-0).

MAPD Staff Recommendation: Approve.



BACKGROUND: This is a request for a City zone change from SF-5 Single-Family Residential (“SF-5”) to TF-3 Two-Family Residential (“TF-3”) in order to make the existing use, a duplex, conforming to the current zoning. The 0.15-acre lot is located one block south of Douglas Avenue and Circle Drive, on the north side of English Street at its connection to Circle Drive (3804 and 3806 East English Street).

The property has been a duplex since 1925 and has nonconforming use rights. By appearance, it looks like a single-family home, with one entrance on the front of the structure and the second entrance facing the driveway on the west side of the structure. The rezoning is requested due to difficulties in securing financing for sale of the property.

The property was originally zoned “A.” This district allowed both single-family and two-family dwellings. At that time, the city did not have an exclusive single-family zoning district. It was established as the “AA” district, published on August 31, 1946 (Ordinance No. 14-432).

A large-scale zone change from “A” to “AA” was approved for the square mile bounded by Hillside, Central, Oliver and Kellogg (except for objectors), published February 13, 1960. This lot’s use as a duplex would have become nonconforming then.

The property is located in the south College Hill neighborhood and is predominately single-family with a liberal scattering of duplexes and several institutional uses nearby. Twelve single-family residences, with 10 located on SF-5 zoned property and two on TF-3 zoned property, are located within 200 feet of the lot. Three duplexes on TF-3 zoned property also are located within 200 feet. This pattern of about 75 percent single-family and 25 percent duplex use is typical in the vicinity. Several institutional uses are located nearby. College Hill Park, zoned SF-5, abuts its northeast property line and the park stretches to the east and south for several blocks. The corner of Douglas and Roosevelt/Circle Drive, about one block to the northwest, is developed with all institutional uses. These include: Blessed Sacrament Church and School on the northeast corner and its parking lot on the southeast corner, zoned TF-3; Saint James Episcopal Church on the northwest corner, zoned B Multi-Family (“B”) and TF-3, and PUD #6; The Venue (now the location of Victory in the Valley), on the southwest corner.

Analysis: At the MAPC meeting held October 7, 2010, the MAPC voted (12-0) to approve the request. No citizens were present to speak. No protests have been received.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change and authorize the Mayor to sign the ordinance.

Attachments:

- Ordinance
- MAPC Minutes

ORDINANCE NO. 48-902

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2010-00037

Zone change request from SF-5 Single-Family Residential to TF-3 Two-Family Residential on property described as:

Lots 18 and 19, Sargent Terrace Addition to Wichita, Sedgwick County, Kansas, generally located one block south of Douglas Avenue and Circle Drive, on the north side of English Street at its connection to Circle Drive (3804 and 3806 East English Street).

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 16th day of November, 2010.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

**EXCERPT MINUTES OF THE OCTOBER 7, 2010 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2010-37 - Peter W. and Kay M. Janssen (owner) request a City zone change from SF-5 Single-Family (“SF-5”) to TF-3 Two-Family Residential (“TF-3”) on property described as;

Lots 18 and 19, Sargent Terrace Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: This is a request for a City zone change from SF-5 Single-Family Residential (“SF-5”) to TF-3 Two-Family Residential (“TF-3”) in order to make the existing use, a duplex, conforming to the current zoning. The 0.15 acre lot is located one block south of Douglas Avenue and Circle Drive, on the north side of English Street at its connection to Circle Drive (3804 and 3806 East English Street).

The property has been a duplex since 1925 and has non-conforming use rights. By appearance, it looks like a single-family home, with one entrance on the front of the structure and the second entrance facing the driveway on the west side of the structure. The rezoning is requested due to difficulties in securing financing for the sale of the property.

The property was originally zoned “A.” This district allowed both single-family and two-family dwellings. At that time, the city did not have an exclusive single-family zoning district. It was established as the “AA” district, published on August 31, 1946 (Ordinance No. 14-432).

A large-scale zone change from “A” to “AA” was approved for the square mile bounded by Hillside, Central, Oliver and Kellogg (except for objectors), published February 13, 1960. This lot’s use as a duplex would have become nonconforming then.

The property is located in the south College Hill neighborhood and is predominately single-family with a liberal scattering of duplexes and several institutional uses nearby. Twelve single-family residences, with 10 located on SF-5 zoned property and two on TF-3 zoned property, are located within 200 feet of the lot. Three duplexes on TF-3 zoned property also are located within 200 feet. This pattern of about 75 percent single-family and 25 percent duplex use is typical in the vicinity. Several institutional uses are located nearby. College Hill Park, zoned SF-5, abuts its northeast property line and the park stretches to the east and south for several blocks. The corner of Douglas and Roosevelt/Circle Drive, about one block to the northwest, is developed with all institutional uses. These include: Blessed Sacrament Church and School on the northeast corner and its parking lot on the southeast corner, zoned TF-3, Saint James Episcopal Church on the northwest corner, zoned B Multi-Family (“B”) and TF-3, and PUD #6, The Venue (now the location of Victory in the Valley), on the southwest corner.

CASE HISTORY: The property is platted as Lots 18-19 Sargent Terrace, recorded December 2, 1914.

ADJACENT ZONING AND LAND USE:

NORTH: SF-5. TF-3 Park, parking lot, school and church

SOUTH:	SF-5, TF-3	Single-family residences and duplexes, park
EAST:	SF-5, TF-3	Park, duplexes, single-family residences
WEST:	SF-5, TF-3	Single-family residences

PUBLIC SERVICES: The property is located along a neighborhood residential street and all normal public services are available.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “urban residential.” This category includes a full diversity of residential development densities and types. The requested change conforms to this designation.

RECOMMENDATION: Based upon this information available prior to the public hearings, planning staff recommends that the request be APPROVED.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The property is located in the south College Hill neighborhood and is predominately single-family with a liberal scattering of duplexes and several institutional uses nearby. Twelve single-family residences, with 10 located on SF-5 zoned property and two on TF-3 zoned property, are located within 200 feet of the lot. Three duplexes on TF-3 zoned property also are located within 200 feet. This pattern of about 75 percent single-family and 25 percent duplex use is typical in the vicinity. Several institutional uses are located nearby. College Hill Park, zoned SF-5, abuts its northeast property line and the park stretches to the east and south for several blocks. The corner of Douglas and Roosevelt/Circle Drive, about one block to the northwest, is developed with all institutional uses. These include: Blessed Sacrament Church and School on the northeast corner and its parking lot on the southeast corner, zoned TF-3, Saint James Episcopal Church on the northwest corner, zoned B Multi-Family (“B”) and TF-3, and PUD #6, The Venue (now the location of Victory in the Valley), on the southwest corner.
2. The suitability of the subject property for the uses to which it has been restricted: The property could be used as currently zoned, but is equally suited for its current use as a duplex.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of TF-3 zoning on this lot that is already developed with a duplex should not detrimentally affect nearby property as it does not change the current use. The only changes would be uses allowed in TF-3 not otherwise allowed in SF-5, primarily less stringent home occupation standards.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: No identifiable gain to the public health, safety and welfare is identified by keeping the zoning as SF-5. The loss in value to the

applicant is due to the hardship for obtaining loans against the property as a nonconforming use. This nonconforming status would have been avoided in 1960 if the owner at that time had applied to keep the “A” zoning at the time.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “urban residential.” This category includes a full diversity of residential development densities and types. The requested change conforms to this designation.
4. Impact of the proposed development on community facilities: The requested zone change should not alter the impact on community facilities.

DALE MILLER, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

MCKAY moved, **JOHNSON** seconded the motion, and it carried (12-0).

**City of Wichita
City Council Meeting
November 9, 2010**

TO: Mayor and City Council

SUBJECT: SUB2010-00025 -- Plat of USD 259 4th Addition located on the south side of Pawnee and on the west side of 127th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: The site, consisting of one lot on 128.88 acres, is located within Wichita's city limits. The site is zoned SF-5 Single-family Residential.

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for paving, sewer and water improvements. The applicant has also submitted a Public Access Easement for a bike path.

The plat has been approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: None.

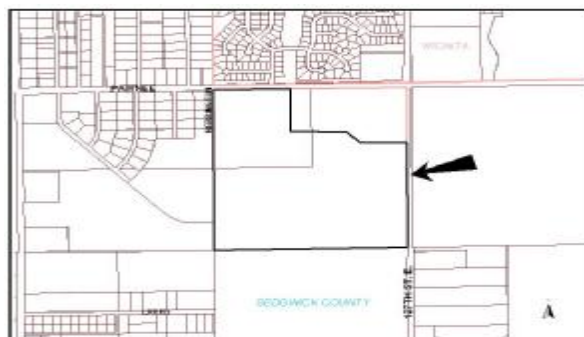
Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petition and Public Access Easement have been reviewed and approved as to form by the City's Law Department.

The Certificate of Petitions and Public Access Easement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Attachments: Certificate of Petitions
Public Access Easement



First Published in the Wichita Eagle on November 12, 2010

RESOLUTION NO. 10-286

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90496 (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90496 (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90496 (north of Pawnee, west of 143rd St. East).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Two Hundred Thirty Thousand Dollars (\$230,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after July 1, 2010, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of One Hundred Forty-Five Thousand Nine Hundred Sixty-One Dollars (\$145,961).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

USD 259 4TH ADDITION
Lot 1, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 1, USD 259 4TH ADDITION shall pay 100% of the total cost of the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of November, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

First Published in the Wichita Eagle on November 12, 2010

RESOLUTION NO. 10-287

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 426, FOUR MILE CREEK SEWER (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 468-84707 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 426, FOUR MILE CREEK SEWER (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 468-84707 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 426, Four Mile Creek Sewer (north of Pawnee, west of 143rd St. East) 468-84707.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Eighty-Seven Thousand Dollars (\$87,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after July 1, 2010, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SD 259 4TH ADDITION

Lot 1, Block 1

UNPLATTED PROPERTY

A tract of land lying in a portion of Government Lots 1 and 2, Section 3, Township 28 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows: BEGINNING at the northeast corner of said Northeast Quarter, thence along the east line of said Quarter on a Kansas coordinate system of 1983 south zone grid bearing of S00°16'43"E, 960.06 feet; thence parallel with and 960.00 feet south of the north line of said Quarter, S89°05'3"W, 675.04 feet; thence N45°11'06"W, 279.30 feet to a point lying 760.00 feet south of said north line; thence S89°05'3"W, 729.45 feet; thence N00°54'57"W, 760.00 feet to said north line; thence along said north line, N89°05'03"E, 1610.13 feet to the point of beginning.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: That Lot 1, Block 1, USD 259 4TH ADDITION shall pay 8272/10000 of the total cost payable by the improvement district, and that the UNPLATTED PROPERTY as described above shall pay 1728/10000 of the

total cost payable by the improvement district; provided that the cost paid by the UNPLATTED PROPERTY shall not exceed \$15,000 and provided that the Lot 1, Block 1, USD 259 4TH ADDITION shall pay all costs that exceed \$15,000.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of November, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

RESOLUTION NO. 10-288

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON 127TH ST. EAST, FROM THE SOUTH LINE OF PAWNEE ROAD TO THE SOUTH LINE OF USD 259 4TH ADDITION, INCLUDING A TURN LANE FROM 127TH ST. EAST INTO USD 259 4TH ADDITION (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 472-84941 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON 127TH ST. EAST, FROM THE SOUTH LINE OF PAWNEE ROAD TO THE SOUTH LINE OF USD 259 4TH ADDITION, INCLUDING A TURN LANE FROM 127TH ST. EAST INTO USD 259 4TH ADDITION (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 472-84941 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on 127th St. East, from the south line of Pawnee Road to the south line of USD 259 4th Addition, including a turn lane from 127th St. East into USD 259 4th Addition (north of Pawnee, west of 143rd St. East) 472-84941 Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Three Hundred Sixty-Five Thousand Dollars (\$365,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after July 1, 2010, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

USD 259 4TH ADDITION

Lot 1, Block 1

UNPLATTED PROPERTY

A tract of land lying in a portion of Government Lots 1 and 2, Section 3, Township 28 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows: BEGINNING at the northeast corner of said Northeast Quarter, thence along the east line of said Quarter on a Kansas coordinate system of 1983 south zone grid bearing of S00°16'43"E, 960.06 feet; thence parallel with and 960.00 feet south of the north line of said Quarter, S89°05'3"W, 675.04 feet; thence N45°11'06"W, 279.30 feet to a point lying 760.00 feet south of said north line; thence S89°05'3"W, 729.45 feet; thence N00°54'57"W, 760.00 feet to said north line; thence along said north line, N89°05'03"E, 1610.13 feet to the point of beginning.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 1, USD

259 4TH ADDITION shall pay 77/100 of the total cost payable by the improvement district, and that the UNPLATTED PROPERTY as described above shall pay 23/100 of the total cost payable by the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of November, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

RESOLUTION NO. 10-289

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING LEFT-TURN AND RIGHT-TURN DECELERATION LANES AND A TRAFFIC SIGNAL AT THE INTERSECTION OF PAWNEE AVENUE AT THE LOCATION OF THE PROPOSED SCHOOL ENTRANCE (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 472-84942 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING LEFT-TURN AND RIGHT-TURN DECELERATION LANES AND A TRAFFIC SIGNAL AT THE INTERSECTION OF PAWNEE AVENUE AT THE LOCATION OF THE PROPOSED SCHOOL ENTRANCE (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 472-84942 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing left-turn and right-turn deceleration lanes and a traffic signal at the intersection of Pawnee Avenue at the location of the proposed school entrance (north of Pawnee, west of 143rd St. East) 472-84942 Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Two Hundred Twenty Thousand Dollars (\$220,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after July 1, 2010, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

USD 259 4TH ADDITION

Lot 1, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 1, USD 259 4TH ADDITION shall 100 percent of the total cost payable by the improvement.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of November, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

PUBLIC ACCESS EASEMENT

THIS EASEMENT made this ^{29TH} day of SEPTEMBER, 2010, by and between Unified School District 259 of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual easement for the purpose of constructing, maintaining, and repairing a pedestrian path or bike path within Lot 1, Block 1, USD 259 4th Addition, Wichita, Sedgwick County, Kansas, to wit:

A 30.00 foot wide easement to be more or less centered on the pedestrian path or bike path as built. The exact location of the easement to be recorded by said first party before any construction is to begin on Lot 1, Block 1, USD 259 4th Addition, Wichita, Sedgwick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing pedestrian path or bike path.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

APPROVED AS TO FORM:

Unified School District 259



Connie Dietz, President

Gary E. Rebenstorf,
Director of Law
CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

The foregoing instrument was acknowledged before me this 29th

day of

September 2010, by Connie Dietz, President, Unified School District 259, owner of USD 259 4th Addition, Wichita, Sedgwick County, Kansas.

CERTIFICATE

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

I, Connie Dietz, President, Unified School District 259, owner of USD 259 4th Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Street Paving Improvements on 127th St. E.
2. Street Improvements on Pawnee (Turn Lanes)
3. Sanitary Sewer Main
4. Sanitary Sewer (Interior)
5. Water Distribution System (Interior)

As a result of the above-mentioned petitions for improvements, lots or portions thereof within USD 259 4th Addition, Wichita, Sedgwick County, Kansas, may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 27th day of August, 2010.



Unified School District 259

Connie Dietz
Connie Dietz, President

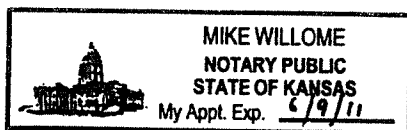
CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

The foregoing instrument was acknowledged before me this 27th day of
August 2010, by Connie Dietz, President, Unified School District
259, owner of USD 259 4th Addition, Wichita, Sedgwick County, Kansas.

Seal or Stamp

Mike Willome, Notary Public
(signature of notary officer)

My appointment expires: June 9 20 11.



APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
November 9, 2010

TO: Mayor and City Council

SUBJECT: SUB2010-00047 -- Plat of Historical Dunbar Theater Addition located south of 13th Street North and west of Hydraulic. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: The site, consisting of one lot on .15 acre, is located within Wichita's city limits and is zoned GC General Commercial.

Analysis: Municipal services are available to serve the site.

The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council approve the plat and authorize the necessary signatures.

Attachments: None.



**PRELIMINARY ESTIMATES
FOR CITY COUNCIL NOVEMBER
NOVEMBER 9, 2010**

- a. Drainage Improvements for Shadybrook Farm Addition (east of 143rd Street, south of Central Avenue) (468-84690/133117/660531/133117/857107) Local traffic maintained with minimal street closures not to exceed 48 hours. (District II) - \$104,895.00

City of Wichita
City Council Meeting
November 9, 2010

TO: Mayor and City Council

SUBJECT: Petition for Sanitary Sewer in Wilson Estates Medical Park 2nd Addition (south of 21st, west of Webb) (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

.....

Recommendation: Approve the petition.

Background: The petition has been signed by one owner representing 100% of the improvement district.

Analysis: The project will provide a sanitary sewer for a new office building located south of 21st Street, west of Webb.

Financial Considerations: The petition totals \$25,000. The funding source is special assessments.

Goal Impact: The project addresses the Efficient Infrastructure goal by providing sanitary sewer improvements required for commercial development.

Legal Considerations: The petition and resolution have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the petition, adopt the resolution and authorize the necessary signatures.

Attachments: Map, CIP sheet, petition and resolution.

CAPITAL IMPROVEMENT
PROJECT AUTHORIZATION
CITY OF WICHITA

USK

To Initiate Project

☒

To Revise Project

1. Prepare in triplicate.
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works	Eng	10-19-2010	Sanitary Sewer in Wilson Veterans Medical Park 2nd Addn	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
NT 200424		2010		
9. Estimated Start Date As Required	10. Estimated Completion Date As Required	11. Project Revised		
12. Project Cost Estimate				12A.
ITEM	CO	SA	Other ^A	TOTAL
Right of Way				
Paving, grading & curbs.				
Bridge & Culverts				
Drainage				
Sanitary Sewer		\$25,000		\$25,000
Sidewalk				
Water				
Freeway				
Totals		\$25,000		\$25,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation:				
Approve the Petition and Adopt the Resolution				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

	Yes	No
Platting Required	<input type="checkbox"/>	<input type="checkbox"/>
Lot Split	<input type="checkbox"/>	<input type="checkbox"/>
Petition	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ordered by WCC	<input type="checkbox"/>	<input type="checkbox"/>

Remarks:

100110%

"Sanitary Sewer Utility

Lateral 92, Main 22, WTS

468-84714

First Published in the Wichita Eagle on November 12, 2010

RESOLUTION NO. 10-290

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATER 92, MAIN 22, WAR INDUSTRIES SEWER (SOUTH OF 21ST, WEST OF WEBB) 468-84714** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATER 92, MAIN 22, WAR INDUSTRIES SEWER (SOUTH OF 21ST, WEST OF WEBB) 468-84714** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Later 92, Main 22, War Industries Sewer(south of 21st, west of Webb) 468-84714**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Twenty-Five Thousand Dollars (\$25,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2010**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WILSON ESTATES MEDICAL PARK 2ND ADDITION

The East 152' of Lot 3, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: The East 152' of Lot 3, Block 1, WILSON ESTATES MEDICAL PARK 2ND ADDITION, shall pay 100% of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of November, 2010.

CARL BREWER, MAYOR

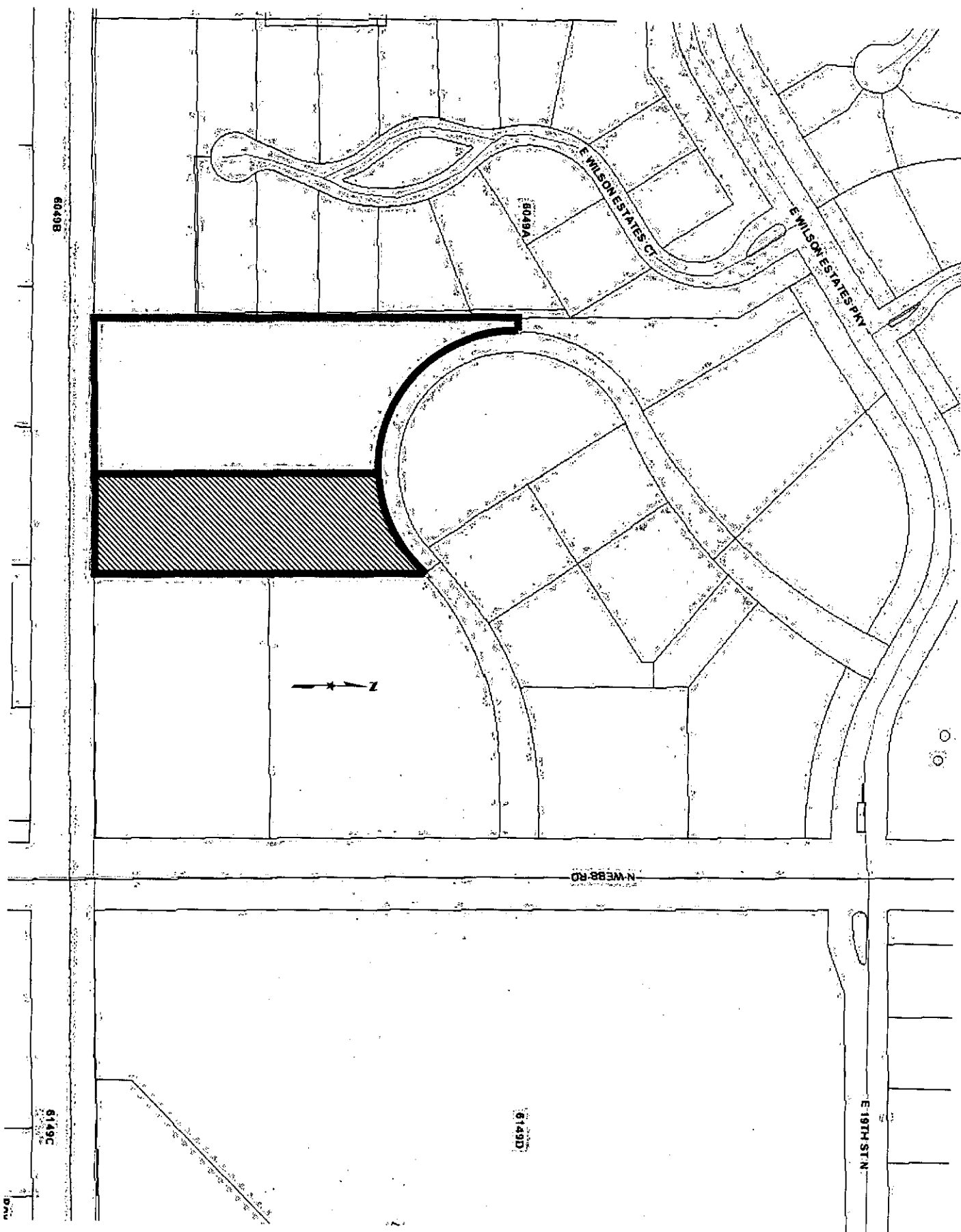
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW



RECEIVED

OCT 11 '10

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

I. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WILSON ESTATES MEDICAL PARK 2ND ADDITION

The East 152' of Lot 3, Block 1;

468-84714

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements is Twenty Five Thousand Dollars (\$25,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2010.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

The East 152' of Lot 3, Block 1; Wilson Estates Medical Park 2nd Addition shall pay 100% of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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Wilson Estates Medical Park 2nd Addition

The East 152' of Lot 3, Block 1; Wilson Estates Medical Park 2nd Addition, an addition to Wichita, Sedgwick County, Kansas.

WEBB ROAD PARTNERS, LLC

By: Transcontinent Holding Company, LLC

By:



Patrick D. Do, MD, Manager

8/31/10

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Brian Lindebak
Name MKEC

411 N. Webb Rd
Address Wichita, KS 67206

316-684-9600
Telephone Number

Sworn to and subscribed before me this 11th day of October, 2010



Deborah Adalock
Deputy City Clerk

STATEMENTS OF COSTS:

- a. **2006/07 Traffic Signalization (Design and Construction).** Total Cost - \$1,042,790.31; (plus temporary note financing - \$8,392.82; plus idle fund interest - \$9,616.87; less transfers in - \$359,000.00; less financing previously issued - \$658,700.00). Financing to be issued at this time – \$43,100.00. (706956/472-84424/206-422).
- b. **2008 Street Rehabilitation Program (Construction).** Total Cost - \$489,202.73; (plus idle fund interest - \$155.97; less KDOT Reimbursements - \$83,358.70; less financing previously issued - \$400,000.00). Financing to be issued at this time – \$6,000.00. (706980/472-84725/208-445).
- c. **Intersections of Woodlawn at 17th Street North and Woodlawn at Farmview (Design).** Total Cost - \$67,530.54; (plus temporary note financing - \$0; plus idle fund interest - \$69.46; less financing previously issued - \$20,400.00). Financing to be issued at this time – \$47,200.00. (706984/472-84701/208-449).
- d. **Harry, Greenwich Road to 127th Street East (Design and Right-of-way).** Total Cost - \$286,615.27; (plus temporary note financing - \$1,429.66; plus idle fund interest - \$255.07; less financing previously issued - \$277,800.00). Financing to be issued at this time – \$10,500.00. (706986/472-84696/208-451).
- e. **Meridian from 71st Street South to 47th Street South (Construction).** Total Cost - \$341,191.89; (less idle fund interest - \$91.89; less financing previously issued - \$72,300.00). Financing to be issued at this time – \$268,800.00. (707009/472-84839/209-474).
- f. **31st Street South Bridge at Glenn (Design).** Total Cost - \$55,000.00; (plus temporary note financing - \$320.55; plus idle fund interest - \$79.45; less financing previously issued - \$43,800.00). Financing to be issued at this time – \$11,600.00. (715718/472-84702/248-134).
- g. **Bridge on Chisholm Creek Tributary No. 5 (Design and Construction).** Total Cost - \$271,088.78; (less idle fund interest - \$288.78; less financing previously issued - \$243,000.00). Financing to be issued at this time – \$27,800.00. (715720/472-84834/249-136).

PARTIAL STATEMENTS OF COST:

- h. Partial Estimate of Cost for improving **Gyp Creek Bike Path (Design and Construction)** – Total Cost - \$1,293,337; less KDOT Reimbursements - \$727,966; less Federal to State Revenues - \$67,971; less financing previously issued - \$104,400. Financing to be issued at this time - \$393,000. (706921/472-84194/205-387).
- i. Partial Estimate of Cost for improving **13th and Mosley Intersection (Construction)** – Total Cost - \$1,144,247; less Federal to State Revenues - \$625,247; less financing previously issued - \$190,100. Financing to be issued at this time - \$328,900. (706931/472-84269/205-397).
- j. Partial Estimate of Cost for improving **13th, I-135 to Woodlawn (Design and Construction)** – Total Cost - \$1,241,000; less Federal to State Revenues - \$0; less financing previously issued - \$706,000. Financing to be issued at this time - \$535,000. (706933/472-84320/205-399).
- k. Partial Estimate of Cost for improving **21st, Waco to Broadway (Design and Construction)** – Total Cost - \$4,286,800; less financing previously issued - \$3,463,000. Financing to be issued at this time - \$823,800. (706934/472-84295/205-400).

- l. Partial Estimate of Cost for improving **47th Street South, Meridian to Seneca (Design and Construction)** – Total Cost - \$310,300; less financing previously issued - \$175,800. Financing to be issued at this time - \$134,500. (706935/472-84296/205-401).
- m. Partial Estimate of Cost for improving **Meridian, 47th Street South to 31st Street South (Design and Construction)** – Total Cost - \$4,701,400; less financing previously issued - \$3,070,200. Financing to be issued at this time - \$1,631,200. (706944/472-84302/205-410).
- n. Partial Estimate of Cost for improving **Meridian, Pawnee to Orient (Design and Construction)** – Total Cost - \$735,600; less financing previously issued - \$681,600. Financing to be issued at this time - \$54,000. (706945/472-84309/205-411).
- o. Partial Estimate of Cost for improving **Ark River Bike Path, Galena to George Washington Boulevard (Design and Construction)** – Total Cost - \$149,200; less financing previously issued - \$102,100. Financing to be issued at this time - \$47,100. (706949/472-84319/205-415).
- p. Partial Estimate of Cost for improving **Int Transportation System Traffic Signals (Design and Construction)** – Total Cost - \$2,015,926; less State Operating Grants - \$156,728; less Federal to State Revenues - \$794,182; less other County aid - \$5,316; less financing previously issued - \$559,700. Financing to be issued at this time - \$500,000. (706960/472-84446/206-426).
- q. Partial Estimate of Cost for improving **Central and Tyler Intersection (Construction)** – Total Cost - \$2,863,599; less KDOT Reimbursements - \$749,812; less Federal to State Revenues - \$49,687; less financing previously issued - \$1,532,000. Financing to be issued at this time - \$532,100. (706974/472-84655/208-440).
- r. Partial Estimate of Cost for improving **21st Street Landscaping, I-135 to Hillside (Construction)** – Total Cost - \$161,400; less financing previously issued - \$143,100. Financing to be issued at this time - \$18,300. (706975/472-84728/208-441).
- s. Partial Estimate of Cost for improving **37th Street North, Tyler to Maize (Construction)** – Total Cost - \$2,398,000; less financing previously issued - \$2,379,600. Financing to be issued at this time - \$18,400. (706977/472-84693/208-443).
- t. Partial Estimate of Cost for improving **2008 Traffic Signal Program (Design and Construction)** – Total Cost - \$349,100; less financing previously issued - \$326,600. Financing to be issued at this time - \$22,500. (706979/472-84720/208-444).
- u. Partial Estimate of Cost for improving **I-135 Bike Path, McAdams to Grove (Design and Construction)** – Total Cost - \$172,400; less financing previously issued - \$134,600. Financing to be issued at this time - \$37,800. (706982/472-84740/208-447).
- v. Partial Estimate of Cost for improving **Greenwich, Pawnee to Harry (Design)** – Total Cost - \$169,900; less financing previously issued - \$136,700. Financing to be issued at this time - \$33,200. (706985/472-84695/208-450).
- w. Partial Estimate of Cost for improving **119th Street West, Pawnee to Kellogg (Design)** – Total Cost - \$159,400; less financing previously issued - \$134,400. Financing to be issued at this time - \$25,000. (706988/472-84694/208-453).

- x. Partial Estimate of Cost for improving **Oliver, Harry to Kellogg (Construction)** – Total Cost - \$5,303,792; less Federal to State Revenues - \$3,931,123; less KDOT LPA - \$11,769; less financing previously issued - \$1,200,000. Financing to be issued at this time - \$160,900. (706993/472-84749/208-458).
- y. Partial Estimate of Cost for improving **Eastbank River Corridor, north of Douglas (Design and Construction)** – Total Cost - \$906,100; less financing previously issued - \$83,700. Financing to be issued at this time - \$822,400. (706994/472-84767/208-459).
- z. Partial Estimate of Cost for improving **West Street, Maple to Central (Construction)** – Total Cost - \$7,456,944; less Federal to State Revenues - \$302,144; less financing previously issued - \$5,773,100. Financing to be issued at this time - \$1,381,700. (706995/472-84761/208-460).
- aa. Partial Estimate of Cost for improving **17th and Hillside Intersection (Construction)** – Total Cost - \$3,405,199; less Federal to State Revenues - \$1,999,499; less financing previously issued - \$758,000. Financing to be issued at this time - \$647,700. (706996/472-84766/208-461).
- bb. Partial Estimate of Cost for improving **South Broadway Streetscapes (Construction)** – Total Cost - \$93,700; less financing previously issued - \$15,500. Financing to be issued at this time - \$78,200. (706998/472-84775/209-463).
- cc. Partial Estimate of Cost for improving **Intrust Arena Way Finding Sign (Construction)** – Total Cost - \$149,700; less Reimbursements - \$75,000; less financing previously issued - \$0. Financing to be issued at this time - \$74,700. (707005/472-84799/209-470).
- dd. Partial Estimate of Cost for improving **Greenwich, Harry to Kellogg (Construction)** – Total Cost - \$2,575,332; less Federal to State Revenues - \$1,691,132; less financing previously issued - \$338,200. Financing to be issued at this time - \$546,000. (707010/472-84863/209-475).
- ee. Partial Estimate of Cost for improving **119th, Kellogg to Maple (Construction)** – Total Cost - \$1,067,200; less financing previously issued - \$0. Financing to be issued at this time - \$1,067,200. (707011/472-84850/209-476).
- ff. Partial Estimate of Cost for improving **Harry and Broadway Intersection (Design and Construction)** – Total Cost - \$55,800; less financing previously issued - \$16,000. Financing to be issued at this time - \$39,800. (707013/472-84880/210-478).
- gg. Partial Estimate of Cost for improving **Pawnee and Broadway Intersection (Design and Construction)** – Total Cost - \$80,000; less financing previously issued - \$30,700. Financing to be issued at this time - \$49,300. (707014/472-84881/210-479).
- hh. Partial Estimate of Cost for improving **135th Street West, 13th to 21st (Design)** – Total Cost - \$28,400; less financing previously issued - \$0. Financing to be issued at this time - \$28,400. (707021/472-84925/210-486).
- ii. Partial Estimate of Cost for improving **Amidon, 21st to 29th (Design)** – Total Cost - \$27,300; less financing previously issued - \$0. Financing to be issued at this time - \$27,300. (707023/472-84914/210-488).
- jj. Partial Estimate of Cost for improving **Tyler, 21st to 29th (Design)** – Total Cost - \$38,900; less financing previously issued - \$0. Financing to be issued at this time - \$38,900. (707028/472-84921/210-493).

- kk. Partial Estimate of Cost for improving **St. Francis and Commerce (Design)** – Total Cost - \$26,400; less financing previously issued - \$0. Financing to be issued at this time - \$26,400. (707029/472-84935/210-494).
- ll. Partial Estimate of Cost for improving **21st Street Overpass between Broadway and I-135 (Design)** – Total Cost - \$158,100; less financing previously issued - \$139,100. Financing to be issued at this time - \$19,000. (715706/472-84312/245-122).
- mm. Partial Estimate of Cost for improving **25th Street Bridge over Little Ark River (Construction)** – Total Cost - \$1,072,695; less Federal to State Revenues - \$790,795; less financing previously issued - \$246,700. Financing to be issued at this time - \$35,200. (715715/472-84595/247-131).
- nn. Partial Estimate of Cost for improving **Lincoln Street Bridge at Armour (Construction)** – Total Cost - \$40,800; less financing previously issued - \$15,800. Financing to be issued at this time - \$25,000. (715717/472-84703/247-133).
- oo. Partial Estimate of Cost for improving **Bridge Inventory and Appraisal (Design)** – Total Cost - \$63,935; less Federal to State Revenues - \$48,835; less financing previously issued - \$0. Financing to be issued at this time - \$15,100. (715722/472-84855/249-138).
- pp. Partial Estimate of Cost for improving **31st at Glenn Concrete Box (Construction)** – Total Cost - \$288,000; less financing previously issued - \$0. Financing to be issued at this time - \$288,000. (715723/472-84896/249-139).
- qq. Partial Estimate of Cost for improving **Lincoln Bridge, Dam at Ark River (Construction)** – Total Cost - \$298,300; less Federal to State Revenues - \$0; less financing previously issued - \$0. Financing to be issued at this time - \$298,300. (715724/472-84883/249-140).
- rr. Partial Estimate of Cost for improving **River Corridor-Ark River Imp Phase 1 (Design and Construction)** – Total Cost - \$19,041,675; less Federal to State Reimbursements - \$0; less Reimbursements - \$75; less financing previously issued - \$15,397,000. Financing to be issued at this time - \$3,644,600. (706557/472-82799/405-209).

City of Wichita
City Council Meeting
November 9, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Turkey Trot 10 Mile and 2 Mile Run/Walk
(District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event sponsor Clark Ensz of Clark Ensz, Inc. is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following temporary street closure requests have been submitted:

Turkey Trot November 20, 2010 8:00 am - 12:00 pm

- Sim Park Drive, Museum Boulevard to West entrance of Old Cowtown Museum.
- Museum Boulevard, Stackman Drive to Sim Park Drive.
- Stackman Drive, Museum Boulevard to Central Avenue. .

The event sponsor will arrange to remove the blockades as necessary to allow emergency vehicle access during entire designated time period. The blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department, and; (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
November 9, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Our Lady of Guadalupe Fiesta
(District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event sponsor, Reverend Jose Machado is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following temporary street closure request has been submitted:

Our Lady of Guadalupe Fiesta, December 5-12, 2010 5:00 pm – 11:00 pm

- § Market Street, 22nd Street North to 24th Street North.
- § 23rd Street North, Park Place to Broadway Avenue.
- § 23rd Street North, Market Street to Park Place.

The event sponsor will arrange to remove the blockades as necessary to allow emergency vehicle access during entire designated time period. The blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department, and; (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
November 9, 2010

TO: Mayor and City Council

SUBJECT: Agreement with the Kansas Department of Transportation for Bridge Improvements on I-135, between MacArthur and Pawnee (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The Kansas Department of Transportation (KDOT) intends to repair bridges at the I-135/Pawnee junction and at I-135, north of MacArthur. Because these sections of I-135 are located within the Wichita city limits, and because the operation and maintenance of I-135 and other federal and state highway connecting links are regulated by a separate agreement between the State and City, it is necessary for the City and KDOT to enter into an agreement for this construction project.

Analysis: The agreement authorizes the work to be done within the city limits. It contains a provision whereby the City and KDOT shall mutually agree on how traffic will be handled during construction. Traffic along I-135 and access through local streets will be maintained during construction.

Financial Considerations: There is no cost to the City associated with this agreement.

Goal Impact: This agreement addresses the Efficient Infrastructure Goal by providing improved, safer highway connecting links within the City.

Legal Considerations: The City/State Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

PROJECT NO. I135-87 KA-1621-01
ARRA-1351(214)
BRIDGE REPAIR
CITY OF WICHITA, KANSAS

A G R E E M E N T

PARTIES: **DEBRA L. MILLER, Secretary of Transportation,** Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary,"

The City of Wichita, Kansas, hereinafter referred to as the "City,"

Collectively referred to as the "Parties."

PURPOSE: The Secretary has authorized a bridge repair project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of the Interstate Highway System through the City. The Secretary desires to construct the Project on I-135, a part of the Interstate Highway System. The City agrees to the Project in the City. The Secretary and the City desire to enter into an Agreement to make improvements to the state highway through the use of state or federal funds or a combination of state and federal funds.

PROJECT: The Secretary and the City desire to enter into this Agreement for the construction of a Project for the improvement of I-135 of the Interstate Highway System in the City and is described as follows:

Bridge repair on two bridges 0.22 and 0.23 north of MacArthur Road in the City and bridge repair on two bridges at I-135/Pawnee Avenue Junction.

EFFECTIVE

DATE: The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the _____ day of _____ 20____.

ARTICLE I

THE SECRETARY AGREES:

1. The Project shall be undertaken and completed by the Secretary except as otherwise modified by this Agreement.
2. In the name of the Secretary, to perform appraisal and acquisition work including condemnation, if necessary, for rights of way and easements as shown on the Project plans. All costs

for rights of way and easements as shown on the Project plans will be paid for with state funds or federal funds or a combination of state and federal funds.

3. To receive and disburse all funds directly to the Parties involved in acquisition of rights of way and easements.

4. To prepare the Project plans, let the contract for the Project and administer the construction of the Project as required by the Federal Highway Administration to negotiate with and report to the Federal Highway Administration and administer the payments due the contractor.

5. All construction items included in the Project plans shall be paid for with state funds or federal funds or a combination of state and federal funds.

6. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Secretary will defend, indemnify, hold harmless, and save the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, agents, or subcontractors. The Secretary shall not be required to defend, indemnify, hold harmless, and save the City for negligent acts or omissions of the City or its authorized representatives or employees.

7. To require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

ARTICLE II

THE CITY AGREES:

1. It shall, by resolution, authorize the Secretary to undertake and complete the Project within the corporate limits of the City.

2. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final design plans, for the purpose of constructing the highway Project. Neither the Secretary nor the Federal Highway Administration shall participate in the cost of these rights of way or easements, unless the Secretary determines the City will incur an unnecessary hardship. The City shall execute the appropriate deeds and easements transferring its property rights to the Secretary. Further, the City acknowledges the execution and transferring of the deeds and easements by the City to the Secretary is an obligation of the City for this Agreement and construction of the Project.

3. To adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the Project plans for this Project, and it will initiate and proceed with diligence to remove or require the removal of encroachments. It is further agreed all such encroachments be removed before the Project is advertised for letting (provided, however, if the Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The City further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the rights of way of the Project, and it will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than 12 feet back of the right of way line. All rights of way provided for the Project shall be used solely for public highway purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the rights of way limits except as provided by state laws.

4. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

5. To prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways the Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement.

6. To maintain the control of access rights and to prohibit the construction or use of any entrance or access points along the Project other than those shown on the Project plans. The City agrees any exceptions therefrom must be approved by the Secretary.

7. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of the KDOT and all costs incurred by the City not to be reimbursed by the KDOT for preliminary engineering, rights of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

ARTICLE III

THE SECRETARY AND THE CITY MUTUALLY AGREE:

1. Under the terms of the Federal-Aid Highway Acts and the rules and regulations of the Federal Highway Administration, states and cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads and streets, provided, however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of the state of Kansas and federal requirements.

2. The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities to be installed, moved or adjusted will be located or relocated in accordance with the current version of the Kansas Department of Transportation Utility Accommodation Policy (UAP), as amended or supplemented.

If the City has a population of less than 2,501 (based on the U.S. Bureau of Census-2000 Census), the Secretary agrees to be responsible for the expense to remove or adjust City owned utility facilities located on public rights of way as necessary to construct the Project in accordance with the final design plans. The payment of such expense by the Secretary shall be by a separate utility adjustment agreement between the Secretary and the City. If the City has a population of more than 2,500 (based on the U.S. Bureau of Census-2000 Census), the utility owners shall be responsible for the expense to remove or adjust all utility facilities on public rights of way as necessary to construct the Project in accordance with the final design plans. The expense of removal or adjustment of utility facilities located on private easements shall be reimbursed to the utility owners by the Secretary. The payment of such expense by the Secretary shall be by separate utility adjustment agreement between the Secretary and the utility owners.

3. The final design plans for the Project are by reference made a part of this Agreement.

4. They shall determine the manner in which traffic is to be handled during construction. It is therefore agreed between the Parties before Project plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the City and the Secretary, and noted on the Project plans. If revisions to the traffic handling plan are proposed during the progress of construction, the City and the Secretary shall approve such revisions before they become effective.

5. They have in the past entered into an agreement covering routine maintenance of the city connecting link, and it is the intention of the Secretary and the City that the agreement for routine maintenance shall remain in full force and effect and the mileage set out thereon shall not be affected by this Agreement.

6. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003 and any amendments thereto are incorporated by reference.

7. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

8. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

9. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

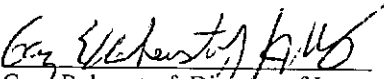
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST: THE CITY OF WICHITA, KANSAS

CITY CLERK MAYOR

(SEAL) Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

APPROVAL AS TO FORM By: Jerome T. Younger, P.E.
Deputy Secretary for Engineering and
State Transportation Engineer


Gary Rebenstorf, Director of Law

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE
IN MINORITY POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments
thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with Regulations: The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(Revised 7/29/99)

- 2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- 4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or natural origin.
- 6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

(Revised 7/29/99)

- (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

8) Executive Order 12898

- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with this Order.

- 9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

(Revised 7/29/99)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

City of Wichita
City Council Meeting
November 9, 2010

TO: Mayor and City Council

SUBJECT: Contract Amendment for Providing Temporary/Seasonal Employment Services

INITIATED BY: Human Resources Department

AGENDA: Consent

Recommendation: Approve the contract amendment.

Background: The City of Wichita uses the services of Syndeo Staffing, a private contractor, to fulfill its needs for temporary and seasonal workers. The contract originated on April 1, 2008, with the option for annual renewals through March 31, 2013.

Analysis: The original cost of providing services was 31% of each temporary or seasonal employee's hourly rate. Syndeo has notified the City that, due to increases in their unemployment insurance rating, the fee needs to be increased to 33.5%, effective on the April 1, 2010 contract renewal date.

The Human Resources Department (HRD) will issue a Request for Proposal in mid-December, allowing vendors the option to bid on all temporary and seasonal employees, the temporary employees who work limited hours year-round, or the seasonal employees recruited each spring for summer work. HRD will also include classifications and wages for temporary and seasonal workers in the next salary and classification ordinance amendments, to create the flexibility to incorporate these workers into the City budget as part-time, limited benefit employees. The decision to take this step will be made after a comparison of vender cost versus internal cost.

Financial Considerations: Wages for temporary and seasonal employees, along with the contractor's fee, is paid by the hiring departments. This is the first fee increase in three years, and is a reasonable amount based on the contractor's cost.

Goal Impact: Internal Perspectives. Increased productivity results from filling temporary and seasonal vacancies quickly.

Legal Considerations: The Law Department has reviewed and approved the contract amendment as to form.

Recommendations/Actions: It is recommended that the City Council approve this contract amendment and authorize the necessary signatures.

Attachment: Contract Amendment.

CONTRACT AMENDMENT**FOR****TEMPORARY/SEASONAL EMPLOYMENT****BP800018**

THIS CONTRACT AMENDMENT is entered into this 23rd day of February, 2010, by and between the **CITY OF WICHITA, KANSAS**, A Municipal Corporation, hereinafter called **CITY**, and **HMS STAFFING, L.L.C., dba SYNDEO STAFFING** (Performance Vendor Code Number – 810539-001), 3504 N. Great Plains Drive, Suite 200, Wichita, Kansas, 67220, Telephone Number (316) 630-9107 hereinafter called "**VENDOR**".

WITNESSETH THAT:

WHEREAS, on the 25th day of March, 2008, the above-named parties entered into a contract for providing **Temporary/Seasonal Employment** (Formal Proposal- FP700090) for the Finance Department / Risk Management Division of the City of Wichita as per the formal proposal on January 11, 2008; and

WHEREAS, the parties now wish to amend the contract to include the following:

1. **Compensation.** The CITY agrees to pay to the **VENDOR** a 2.5% increase for a total of 33.5% percentage mark-up of the hourly wage for the **Temporary/Seasonal Employees** as approved by City Council on February 23, 2010.

Terms. The terms of this contract amendment will be from **April 1, 2010 through March 31, 2011**, with options to renew under the same terms and conditions for two (2) additional one (1) year terms by mutual agreement of both parties. This amendment to the contract is subject to cancellation by the **CITY**, at any time within the original contract term upon thirty (30) days written notice to the **VENDOR**.

Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

CONTRACT AMENDMENT**FOR****TEMPORARY/SEASONAL EMPLOYMENT****BP800018**

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WHEREAS, the parties now wish to amend the contract to include the following:

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Terms. The terms of this contract amendment will be from **April 1, 2010 through March 31, 2011**, with options to renew under the same terms and conditions for two (2) additional one (1) year terms by mutual agreement of both parties. This amendment to the contract is subject to cancellation by the **CITY**, at any time within the original contract term upon thirty (30) days written notice to the **VENDOR**.

Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

ATTEST: **CITY OF WICHITA, KANSAS**

Carl G. Brewer
Mayor

**HMS STAFFING, LLC DBA
SYNDEO STAFFING**

Chuck Murren
(Signature)

Bill G. Matus
(Print Name)

PRESIDENT
(Title)

Janis Edwards
Deputy City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf / 9/10
Gary E. Rebenstorf
Director of Law

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, purchase order or subcontract so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
November 9, 2010

TO: Mayor and City Council

SUBJECT: Leadership Development Professional Services Contract

INITIATED BY: Human Resources Department

AGENDA: Consent

Recommendation: Approve the Professional Services Contract for Wichita State University to provide Leadership Development Training to City's management staff.

Background: In 2009, the City Manager's Office and Human Resources Department consulted with the Kansas Leadership Center (KLC) to create a leadership training program for City department directors. KLC works closely with the Wichita State University Center for Community Support and Research (CCSR) to provide a curriculum specifically designed for leadership in the civic sector. CCSR designed a program for directors, conducted during 2009 and 2010, at a cost of \$23,003, paid in 2009 from WSU mill levy funds.

To help the directors implement the leadership principals and to increase leadership capacity organization-wide, the next level of department management needs similar training in principals and competencies. Using the CCSR training model will provide continuity and consistency.

Analysis: CCSR will provide 24 hours of training to 60 management and supervisory staff, at a cost of \$29,540. The training will focus on adaptive and technical decision making, authority versus leadership, problem diagnosis, immunity to change, and peer consultations. The department directors will participate in the training as alumni, helping their management staff apply the concepts learned to current issues.

Financial Considerations: The training will be funded from the City's 2010 Employee Training and Development General Fund budget.

Goal Impact: This training addresses the Internal Perspectives goal by strengthening the leadership capacity of the City's management team.

Legal Considerations: The contract has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Professional Services Contract for Wichita State University to provide Leadership Development Training to City's management staff.

Attachment: Professional Services Contract.

CONTRACT
for
Leadership Development Training Year 2

THIS CONTRACT entered into this 9th day of November, 2010, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and Wichita State University, Center for Community Support & Research, 1845 Fairmount, Box 7, Wichita, KS 67260-0007 Telephone Number (316-978-3592) hereinafter called "**TRAINING CONSULTANT**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposal for Leadership Development Training; and

WHEREAS, TRAINING CONSULTANT has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **TRAINING CONSULTANT** shall provide to the **CITY** all those commodities and/or services specified in its response as "Exhibit B" Scope of Work, which is incorporated herein by this reference the same as if it were fully set forth.
2. **Compensation.** **CITY** agrees to pay to **TRAINING CONSULTANT** \$29,540 for the planning, facilitation, online support, assessment, coaching & supplies as per the **TRAINING CONSULTANT**'s scope of work "Exhibit B" and as approved by the City Council on November 9, 2010.
3. **Term.** The term of this contract shall be effective from November 9, 2010 through September 30, 2011. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **TRAINING CONSULTANT**.

4. **Indemnification and Insurance.**

a. **TRAINING CONSULTANT** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **TRAINING CONSULTANT**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **TRAINING CONSULTANT** will carry insurance coverage during the term of this contract for their own employees providing the training sessions.

5. **Independent TRAINING CONSULTANT.** The relationship of the **TRAINING CONSULTANT** to the **CITY** will be that of an independent **TRAINING CONSULTANT**. No employee or agent of the **TRAINING CONSULTANT** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **TRAINING CONSULTANT** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **TRAINING CONSULTANT** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **TRAINING CONSULTANT** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration.** The **TRAINING CONSULTANT** and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the Consultant or **TRAINING CONSULTANT** represents that he or she is duly authorized by the **CONSULTANT** or **TRAINING CONSULTANT** to execute this

contract, and that the CONSULTANT or TRAINING CONSULTANT has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Carl G. Brewer
Mayor

APPROVED AS TO FORM:

**Wichita State University
Center for Community Support &
Research**

Gary E. Rebenstorf
Director of Law

Signature

Print Name

Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the TRAINING CONSULTANT or subTRAINING CONSULTANT, TRAINING CONSULTANT or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the TRAINING CONSULTANT, subTRAINING CONSULTANT, TRAINING CONSULTANT or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The TRAINING CONSULTANT shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the TRAINING CONSULTANT shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the TRAINING CONSULTANT fails to comply with the manner in which the TRAINING CONSULTANT reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the TRAINING CONSULTANT shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the TRAINING CONSULTANT is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the TRAINING CONSULTANT shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The TRAINING CONSULTANT shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subTRAINING CONSULTANT or TRAINING CONSULTANT.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The TRAINING CONSULTANT, supplier, TRAINING CONSULTANT or subTRAINING CONSULTANT shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The TRAINING CONSULTANT, supplier, TRAINING CONSULTANT or subTRAINING CONSULTANT shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The TRAINING CONSULTANT, supplier, TRAINING CONSULTANT or subTRAINING CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the TRAINING CONSULTANT, supplier, TRAINING CONSULTANT or subTRAINING CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the TRAINING CONSULTANT, supplier, TRAINING CONSULTANT or subTRAINING CONSULTANT shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The TRAINING CONSULTANT, supplier, TRAINING CONSULTANT or subTRAINING CONSULTANT will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the TRAINING CONSULTANT, supplier, TRAINING CONSULTANT, or subTRAINING CONSULTANT fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the TRAINING CONSULTANT, supplier, TRAINING CONSULTANT or subTRAINING CONSULTANT shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The TRAINING CONSULTANT, supplier, TRAINING CONSULTANT or subTRAINING CONSULTANT shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subTRAINING CONSULTANT, subTRAINING CONSULTANT or subsupplier.
5. If the TRAINING CONSULTANT fails to comply with the manner in which the TRAINING CONSULTANT reports to the Department of Finance as stated above, the TRAINING CONSULTANT shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those TRAINING CONSULTANTS, subTRAINING CONSULTANTS, TRAINING CONSULTANTS or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those TRAINING CONSULTANTS, suppliers, TRAINING CONSULTANTS or subTRAINING CONSULTANTS who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such TRAINING CONSULTANT, subTRAINING CONSULTANT, TRAINING CONSULTANT or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT B

Statement of Work
From
Wichita State University
Center for Community Support & Research

City of Wichita: Leadership Development Year 2

The City of Wichita is requesting assistance from the Wichita State University Center for Community Support & Research (CCSR) in Leadership Development training.

The purpose of this proposal is to develop and deliver a comprehensive Leadership Development program for Department and Division Managers and Supervisors.

Scope of Work

Leadership Development Sessions

A cohort of approximately 60 City Department and Division Managers and Supervisors will be identified by the City of Wichita Human Resources Department. WSU CCSR will provide each participant with 6 one-half day training sessions using curriculum developed by the Kansas Leadership Center (KLC). CCSR facilitators and coaches have been trained by KLC and the Harvard Kennedy School of Government. Learning modalities will include interactive teaching sessions, use of assessments, participants addressing leadership dilemmas in structured and facilitated “peer consultation” groups, case teaching, case-in-point discussions, individualize coaching sessions, and online assignments and discussion threads. Participants will also be given required readings. The full curriculum framework including theory, principles, and competencies can be found at: <http://www.klc.dreamhosters.com/files/framework.pdf>

Curriculum areas include:

Adaptive vs. Technical Challenges and Responses

Differentiating Authority from Leadership

Appreciative Inquiry

Diagnose Situation: Exercising leadership requires you to question your and others’ assumptions, digging deeply beneath the issue to uncover the real competing values and complexities at hand. Making observations and testing various interpretations of what is happening in the system can help you design and choose interventions that are more likely to lead to progress on the issue you care about.

- Explore adaptive and systemic interpretations
- Distinguish the technical and adaptive elements
- Distinguish the process challenges from the content challenges
- Test multiple interpretations
- Read temperature in system
- Identify locus of the work

Managing Self: Exercising leadership effectively requires knowing yourself enough to understand how well you are situated to intervene. This will involve challenging your assumptions about your strengths and weaknesses as well as expanding your repertoire of possible responses.

- Identify your capabilities, vulnerabilities and triggers
- Figure out how others perceive your role in the system
- Distinguish self from role
- Choose among competing values
- Increase tolerance for uncertainty, ambiguity and conflict
- Experiment beyond your comfort zone

Energizing Others: Exercising leadership on adaptive challenges requires engaging others. Engaging others means connecting interests, attending to how people work together (the process) and inspiring them to make progress.

- Engage unusual voices
- Work across factions
- Start where they are
- Speak to loss
- Infuse the work with purpose
- Build a trustworthy process
- Discover connecting interests

Intervene Skillfully: Exercising leadership starts with a personal intervention. Making conscious choices about whether, when and how you intervene, and how to do so most skillfully, will help you maximize your chances for making progress.

- Make conscious choices
- Raise the heat
- Give the work back
- Hold relentlessly to purpose
- Speak from the heart
- Act experimentally

Process

Design Team

The Leadership Development planning process will be coordinated by a design team composed of two CCSR facilitators, the Human Resource Director, and a representative from the City Manager's Office.

This team will: 1) assure that a clear purpose for all sessions is communicated to participants, 2) consult with CCSR in the design of sessions and 3) review evaluation information and provide input as to how feedback should be used to modify future sessions.

Leadership Development Training Sessions

Each of two cohorts will include up to 30 participants as selected by the City of Wichita. The sessions will include facilitated process that are engaging and challenging. Participants will learn through an experiential learning process that requires them to work in small peer consultation groups as well as large groups.

Desired Outcomes:

1. Participants will begin to think differently about what it takes to adapt to present and future systemic predictions.
2. Participants will be able to identify their peers as consultants and partners on various technical and adaptive process matters.
3. Participants will be able to better understand the four competencies in order to initiate leadership as well as create the opportunity for other to do so.
4. Participants will plan and design leadership interventions/experiments in response to a current dilemma they face in their authority role (to further advance the implementation of the skill set developed during leadership program).

Individual Coaching Sessions

Each participant will be offered two sessions of individualized coaching during the year. The coaching will focus on integrating competencies in their work and designing and evaluating a personal leadership intervention/experiment. Coaches will offer observations, interpretations and other possible insights for the participant. Coaching sessions will be confidential.

Desired Outcomes:

1. Assist participants in diagnosing and analyzing leadership challenges they face.
2. Assist participants in making progress on leadership design experiment.
3. Assist participants in understanding and utilizing the four competencies to design and advance leadership interventions/experiments.
4. Evaluate personal leadership interventions/experiments (Observations, Interpretations, and design future interventions).

Peer Consultation Sessions

Cohorts will subdivide into small consultation groups and be trained in an internationally recognized peer consultation method.

Desired Outcomes:

1. Enable participants to develop ongoing consultive relationships to diagnosis and address future leadership challenges they face.
2. Assist participants in understanding and utilizing the four competencies to advance leadership design experiment.

Online Learning

Each cohort will have access to a shared website provided by the City of Wichita with content provided by CCSR.

Desired Outcomes:

1. Provide content to prepare participants for sessions and expedite learning.
2. Evoke discussions designed to integrate curriculum into work situations.
3. Provide additional resources for ongoing use of leadership concepts.

Alumni Engagement

In addition to the training proposed above, CCSR will facilitate a session that brings together “Year 1” and current “Year 2” City of Wichita Leadership Development participants. The session will be designed to support learning and promote use of concepts across cohorts. “Year 1” alumni will be given an opportunity to help design this session. Department Directors who have been trained during the first year will also be invited to contribute to second year sessions when deemed appropriate and based on their availability. Finally, “Year 2” participants will be asked to include their Department Directors (“Year 1” alums) in designing leadership intervention(s)/experiment(s).

Desired Outcomes:

1. Connect all City of Wichita employees exposed to leadership concepts to further enhance communication and use these competencies.
2. Provide a context for participants to use leadership concepts in collaboration with their supervisors.

Timeline and Responsibilities

Leadership Development work will begin October 2010 and be completed by September 2011.

CCSR Responsibilities

- Provide at least one facilitator to meet with the City of Wichita for design team meetings.
- Provide six one-half day training sessions to as many as 60 City of Wichita selected staff.
- Offer each participant (two) individual coaching sessions.
- Update a City of Wichita shared website with discussion thread starters, assignments, and resource materials for use by Leadership Development session participants.
- Facilitate joint training activity with current and former Leadership Development participants.
- Provide all necessary meeting supplies, including handouts and materials.
- Design evaluation measures and provide ongoing evaluation reports to the City Manager and HR Director.

City of Wichita Responsibilities

- Identify appropriate individuals to participate in leadership training.
- Distribute invitations and updates to appropriate participants.
- Provide a City operated shared website for use by participants.
- Pay separately for Meyers Briggs Type Indicator (MBTI™) books, assessments, and interpretation training sessions.
- Identify and provide meeting locations and provide appropriate food or refreshments for participants.

Cost

Planning, Facilitation, Online Support, Assessment, Coaching & Supplies

TOTAL \$29,540.00

The City of Wichita will pay one-quarter of the total cost in advance, one quarter of the payment mid-term, with the remaining balance to be paid within 30 days of final report submission.

Invoices should be mailed to:

Sarah Gilbert
Director of Human Resources
455 N. Main
Wichita, Ks. 67202

Payments to the Center for Community Support & Research should be mailed to:

Office of Research Administration
Wichita State University
1845 Fairmount, Box 7
Wichita, Kansas 67260-0007

CITY OF WICHITA
City Council Meeting
November 9, 2010

TO: Mayor and City Council Members

SUBJECT: Transfer of Water Rights

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Authorize execution of the evaporative water rights document.

Background: Riverside airport is a private airstrip that has operated for decades in an area that is now just outside the corporate limits of the City of Wichita, at 29th and Hoover Road. The owner intends to develop the property as high end residential housing, offering fly in – fly out access. One component of that development would call for evaporative water rights needed to support the construction of ponds for recreational use and as an aesthetic amenity. The City has determined that the evaporative water rights it owns for use in the development of Kingsbury Park exceed the amount required for the intended public purposes there. The Riverside airport developer has proposed that in exchange for transfer of available evaporative water rights for the benefit of the intended development, it would, within five years, either petition for annexation of the platted residential community into the City of Wichita or in the alternative make a lump sum cash payment of \$65,000.

Analysis: FAA regulations now prevent new development of through-the-security-fence access agreements at airports serving the public, which had been used in the past to create fly in – fly out residential developments. These restrictions do not apply to private airstrip facilities. This type of housing development has proven attractive in other areas, and provides a housing option of great interest to the limited qualifying market. The income necessary to own and operate an aircraft typically translates into high end housing as well, making the annexation of such property a significant addition to the tax base. This agreement is needed to support a pending state grant application to expand the airport facilities. This agreement was conceptually approved by the Council on October 19, 2010. This contract is now presented to Council in its negotiated form.

Goal Impact: This action supports the Economic Vitality and Quality of Life goals by facilitating development of a housing option not currently available in the City, and by bringing the resulting development within the City's taxing jurisdiction.

Financial Considerations: There is no direct cost to the City in the process described. The City will ultimately benefit by either an increase in tax base through voluntary annexation or by cash payment in exchange for the rights transferred.

Legal Considerations: This agreement is made expressly contingent on regulatory approval through the Kansas State Department of Agriculture, Division of Water Resources, and engineering confirmation that the water rights transferred would not be needed in the planned city park development. With these conditions, this agreement has been approved by the Law Department.

Recommendations/Actions: Authorize the necessary signatures to the transfer of partial evaporative water rights agreement.

Attachments: Agreement to Transfer Partial Water Rights.

AGREEMENT TO TRANSFER PARTIAL WATER RIGHTS

AGREEMENT, MADE THIS 27th day of October, 2010, between FLY HIGH INC., a Kansas for-profit corporation, hereinafter referred to as "Fly High," and THE CITY OF WICHITA, KS, a municipal corporation, hereinafter referred to as "City."

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties do hereby contract to and with each other, as follows:

1. City is the holder of an *Approval of Application and Permit to Proceed, Appropriation of Evaporative Water*, Application No. 46,003, with a point of diversion commonly known as Kingsbury Park, contained within Section 23, Township 26 South, Range 1 West, Sedgwick County, Kansas, with a Priority Date of July 23, 2004, issued by the State of Kansas.
2. This *Approval of Application and Permit to Proceed* entitles City to use up to 600 acre feet of water per year at an unspecified rate.
3. City has determined that based on the conceptual plans for development of Kingsbury Park, that the entire appropriation previously approved will not be necessary to fulfill the intended public purpose.
4. Fly High desires to acquire the right to utilize a portion of City's appropriation water right No. 46,003, with a point of diversion on property owned by Fly High, outside the corporate limits of City, adjacent to what is commonly known as the Riverside Airport, and legally described as the NW/4 of the SE/4 of the SW/4 of Section 35, Township 26 South, Range 1 West of the 6th PM, Sedgwick County, Kansas.
5. Subject to satisfaction of all terms and conditions in this agreement, City will transfer to Fly High the right to exercise an annual evaporative diversion up to 216 acre feet of the allowed 600 acre feet, as such is available under appropriation water right No. 46,003. This evaporative diversion is to be determined by the exposure of up to 130 surface acres at a ratio of 20 inches net evaporation per acre. Fly High will exercise all necessary and appropriate paperwork to accomplish that end.
6. As consideration and recognition of some value to City, Fly High agrees to bring into the City limits by voluntary petition for annexation, within five years from the date of execution of this agreement, property herein described as: a tract of land in the Southwest Quarter of Section 35, Township 26 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows: Commencing at the southeast corner of said Southwest Quarter; Thence north along the east line of said Southwest Quarter on a measured bearing of N1 10°01' W for a distance of 50 feet to a point of intersection with the north right of way line of 29th Street North to a Point of Beginning; Thence continuing north along the east line of said Southwest Quarter on a measured bearing of N1 10°01' W for a distance of 2588.43 feet to the northeast corner of said Southwest Quarter; Thence west along the north line of said Southwest Quarter on a

measured bearing of S89 04'51"W for a distance of 1645.53 feet; Thence south parallel with said east line of said Southwest Quarter to a point of intersection with the north right of way line of 29th Street North; Thence east along the north right of way line of said 29th Street North on a measured bearing of N89 04'23"E to the Point of Beginning (see Exhibit A), and all land platted for residential development that will have access to the facilities at that Riverside Airport property. Fly High may elect, in lieu of its annexation obligation, to pay to City on the first business day following the passage of five years from the date of execution of this agreement the sum of \$65,000. The rights so transferred are coextensive with and contingent upon the continued authorization for evaporative water rights granted by appropriation water right No. 46,003. Should the rights so granted be limited or cease, the rights transferred by this agreement shall also be limited or cease in a pro-rata fashion. In case of such limitation or secession of the rights granted in this agreement, Fly High shall not be entitled to refund or other compensation from City, its officials, employees or agents.

7. Fly High shall pay for any and all fees assessed by the State of Kansas, the Equus Beds Groundwater Management District No. 2, Sedgwick County or any elected official relating to filing costs and transfer fees, along with any annual permit or other fees relating to usage or exercise of the transferred annual right to appropriate evaporative water described above in section 5.
8. This agreement shall not be binding upon either party until the following conditions are met:
 - A. All conditions stated in this agreement are established as true and correct.
 - B. All conditions of the *Approval of Application and Permit to proceed* referred to above as required by the State of Kansas and the Equus Beds Groundwater Management District No. 2 have been met.
 - C. All regulatory requirements are met permitting the transfer of the water right from Wichita to Fly High.
 - D. Confirmation by City Park and Engineering staff that the remaining quantity and rate of water left with Wichita are sufficient for Wichita's intended purposes.
 - E. Confirmation from the Division of Water Resources that the transfer of the evaporative water right can be made from the existing point of diversion described in appropriation water right No. 46,003 to a place of use described as:

The NW/4 of the SE/4 of the SW/4 of Section 35, Township 26 South, Range 1 West of the 6th PM, Sedgwick County, Kansas.
9. By executing this agreement, the signatories for Fly High represent that their acts in so doing are specifically authorized by a valid resolution of the corporate board of directors, passed at a duly noticed and called corporate board meeting.

10. Fly High agrees to hold harmless, defend and indemnify City, its officials, employees and agents, against any loss, fine, penalty or administrative charge that any regulatory agency or body would seek to impose on City arising from the manner in which Fly High obtained, or failed to obtain appropriate administrative approval for the partial transfer of evaporative water rights described in this agreement; or arising from the manner in which Fly High exercised the right transferred; or from the manner in which Fly High utilized water in violation of the partial rights transferred from appropriation water right No. 46,003.
11. All obligations undertaken and rights conveyed in this agreement are binding upon any successor in interest or assignee of Fly High.
12. This agreement embodies the entire agreement and understanding of the parties hereto in respect to the subject matter contained in this agreement, and this agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

WITNESS OUR HANDS AND SEALS the day and year first above written.

City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ACKNOWLEDGEMENT

STATE OF KANSAS)
)SS:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this ____ day of _____, 2010, before me, a notary public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said city, and such person duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires:

APPROVED AS TO FORM:

Gary E. Rebenstorf
Gary E. Rebenstorf, Director of Law

Attest:

Karen Sublett, City Clerk

Fly High, Inc.

Les Eck
By: LES ECK President

Fly High, Inc.

Janet Cervantes
By: Janet Cervantes Secretary

ACKNOWLEDGEMENT

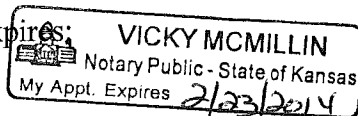
STATE OF KANSAS)
)SS:
SG COUNTY)

BE IT REMEMBERED that on this 27th day of October, 2010, before me, a notary public in and for said County and State, came Les Eck, President of Fly High, Inc., who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal, the day and year last above written.

Vicky McMillin
Notary Public

My Commission Expires:



2/23/2014

Fly High, Inc.

Janet Cervantes
By: Janet Cervantes Secretary

ACKNOWLEDGEMENT

STATE OF KANSAS)
)SS:
SG COUNTY)

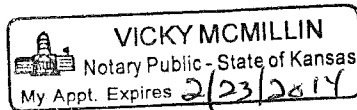
BE IT REMEMBERED that on this 27th day of October, 2010, before me, a notary public in and for said County and State, came Janet Cervante Secretary of Fly High, Inc., who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal, the day and year last above written.

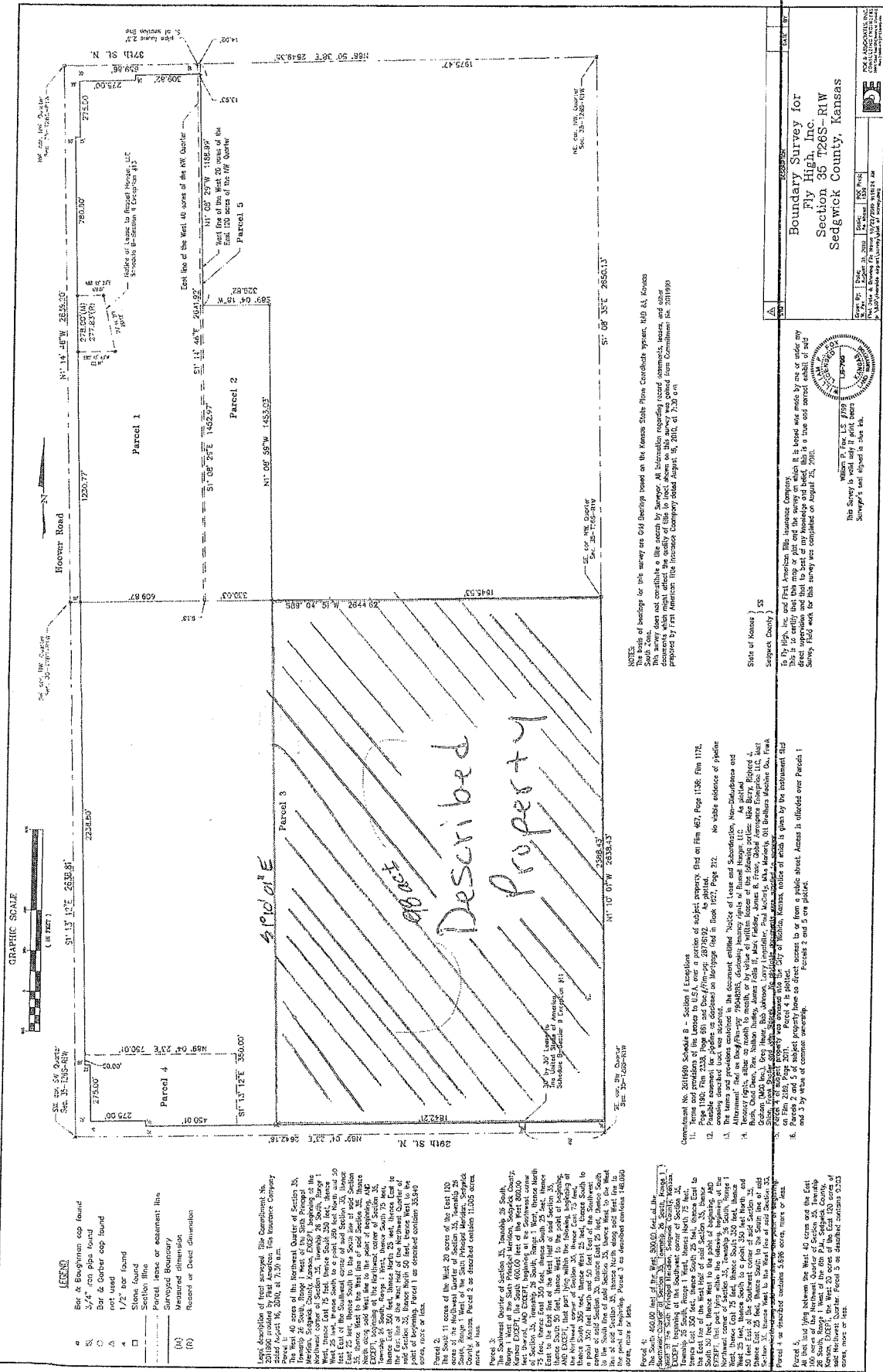
Vicky McMillin
Notary Public

My Commission Expires:

2/23/2014



A-13117



**CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
OCTOBER 2010**

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Ferrous Chloride	10/31/2010	Kemira Water Solutions Inc.	Wichita Water Utilities	11/1/2009 - 10/31/2010	2 - 1 year options
Fire Alarms Systems Monitoring Service	10/31/2011	Simplex Grinnell LP	Housing & Community Services	11/1/2009 - 10/31/2010	1 - 1 year option
Garments, Employee Embroidered	10/31/2011	Industrial Uniform Company, LLC	Various	11/1/2004 - 10/31/2005	Annual basis
Ice Requirements	10/31/2011	Arctic Glacier, Inc.	Various	11/1/2009 - 10/31/2010	1 - 1 year option
Sweeping Parking Lots & Garage	10/31/2011	Sparkle Cleaning	Public Works	11/1/2009 - 10/31/2010	1 - 1 year option
Uniforms-Investigations/Ambassadors/5.11 Polo Shirts, Pants, Boots for Wichita Police Department and the Wichita Airport	10/31/2010	Baysinger Police Supply, Inc.	Police & Airport	10/21/2008 - 10/21/2009	1 - 1 year option
Valve Boxes	10/31/2010	HD Supply Waterworks Inc.	Wichita Water Utilities	11/1/2009 - 10/31/2010	2 - 1 year options
Welding Gases	10/31/2011	Wichita Welding Supply, Inc.	Various	11/1/2009 - 10/31/2010	1 - 1 year option

**PROFESSIONAL CONTRACTS UNDER \$25,000
OCTOBER 2010**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Baughman Co.	PO030813	Engineering Consulting	4,900.00		
Certified Engineering Design PA	PO030820	Engineering Consulting	23,658.00		
Ozark Civil Engineering Inc.	PO030823	Engineering Consulting	15,000.00		
Ruggles & Bohm PA	PO030867	Engineering Consulting	5,500.00		
Ruggles & Bohm PA	PO030874	Engineering Consulting	10,900.00		
Wichita State University	OP031298	Analytical Studies and Surveys (Consulting)	\$18,333.00		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000
DIRECT PURCHASE ORDERS FOR OCTOBER 2010**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Hansen Information Technologies	OP031264	Software Maintenance/Support	\$83,261.63		

Agenda Report No. XII-13

City of Wichita City Council Meeting November 9, 2010

TO: Mayor and City Council

SUBJECT: 2011 Drug Enforcement Administration State and Local Task Force Agreement.

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Adopt the 2011 Drug Enforcement Administration State and Local Task Force Agreement.

Background: The Wichita Police Department participates in the Drug Enforcement Administration (DEA) State and Local Task Force by providing two full time detectives to assist DEA in narcotic and dangerous drug trafficking investigations in Wichita and the surrounding communities. The current agreement expired September 30, 2010.

Analysis: A continuation of the agreement between the Drug Enforcement Administration and the Wichita Police Department provides the City of Wichita and its residents with additional resources in efforts to identify and prosecute individuals and organizations that traffic narcotics and dangerous drugs in this community.

Financial Considerations: DEA reimburses the Wichita Police Department for overtime up to \$17,202.25 per Task Force Officer, per year. Participation in the Task Force also entitles the Department to share in a portion of Federal Seizures, enhancing the local level's ability to investigate drug crimes. The Wichita Police Department is responsible for the base salary and benefits for the detectives.

Goal Impact: Provide a safe and secure community by placing an emphasis on eliminating illegal enterprises such as trafficking and sale of narcotics.

Legal Considerations: The Law Department has reviewed and approved the agreement as to form.

Recommendations/Actions: Approve the 2011 Drug Enforcement Administration State and Local Task Force Agreement.

Attachments: Wichita Resident Office State and Local Task Force Agreement.

*Oldridge
Read*

**WICHITA, KS, RESIDENT OFFICE
STATE AND LOCAL TASK FORCE AGREEMENT**

WICHITA POLICE DEPARTMENT

This agreement is made this 30th day of September, 2010, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the WICHITA POLICE DEPARTMENT (hereinafter "WPD").

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the State of Kansas and the Wichita area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Kansas and the Wichita area, the parties hereto agree to the following:

1. The Wichita Resident Office Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the State of Kansas and Wichita area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Kansas.

2. To accomplish the objectives of the Wichita Resident Office Task Force, the WPD agrees to detail two (2) experienced officers to the Wichita Resident Office Task Force for a period of not less than two years. During this period of assignment, the WPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The WPD officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The WPD officers assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. 878.

5. To accomplish the objectives of the Wichita Resident Office Task Force, DEA will assign four (4) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and WPD officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Wichita Resident Office Task Force, the WPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the WPD for overtime payments made by it to the officer

assigned to the Wichita Resident Office Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,202.25), per officer.

7. In no event will the WPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The WPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.

10. The WPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The WPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the WPD by DEA until the completed certification is received.

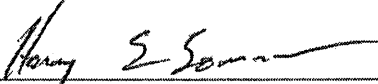
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the WPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

T.E.
14. 13. The term of this agreement shall be from the date of signature by representatives of both parties to September 30, 2011. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by WPD during the term of this agreement.

T.E.
13. 14. Assets seized during Task Force investigations will be forfeited under 21 USC 881 and will be shared among the parties to this agreement in accordance with the Attorney General's Guidelines on Seized and Forfeited Property. The parties agree that the DEA Special Agent in Charge or his designee, in his recommendation on the DAG Form 71, will describe the contribution of each member of the Wichita Police Department and Wichita Resident Office Task Force. Each DAG Form 71 will include the number of man hours worked, further adjusted by qualitative factors which support the level of participation being reported. All parties to this

agreement acknowledge, however, that the disposition of assets forfeited under federal law is with the discretionary authority of the Department of Justice.


For the Drug Enforcement Administration:



Harry S. Sommers
Special Agent in Charge
St. Louis Division

Date: 8-16-18

For the Wichita Police Department:



Norman D. Williams
Chief of Police

Date: 7-28-2018



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

NEW 7-28-10

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

WICHITA POLICE DEPARTMENT
455 NORTH MAIN
WICHITA, KANSAS 67202

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

NORMAN D. WILLIAMS, CHIEF OF POLICE

4. Typed Name and Title of Authorized Representative

5. Signature



6. Date

7-28-10

**City of Wichita
City Council Meeting
November 9, 2010**

TO: Mayor and City Council

SUBJECT: COPS Hiring Recovery Program Grant Award Letters

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Authorize the necessary signatures on the contract award documents.

Background: On May 5, 2009, City Council approved the Wichita Police Department's (WPD) application for \$2,045,970 in grant funding through the U.S. Department of Justice COPS Hiring Recovery Program (CHRP) to hire ten new police officers. WPD was awarded \$409,194 to cover salary and benefits for two new police officers for a period of three years. These two officers were trained in early 2010.

During the spring of 2010, the COPS office notified the WPD that scoring methodology used to allocate funding for the 2009 grant process resulted in certain agencies receiving less funding than they should have. WPD was identified as one of these agencies and was asked to resubmit application for eight additional officers through the COPS Hiring Program (CHP) grant in 2010. On June 8, 2010 the City Council authorized WPD to resubmit the application for these officers.

Analysis: WPD received notification on September 14, 2010 that a total of eight officers were awarded through two separate funding sources: COPS Hiring Program (CHP); and COPS Hiring and Recovery Program (CHRP). Award letters have been delivered to the City and must be returned to the U.S. Department of Justice within 90 days of September 14, 2010.

Financial Considerations: The updated COPS grant will be for a total of \$1,636,784 to cover the first three years of salary and benefits for eight police officers. Officers acquired through CHP and CHRP grant funding must be maintained by the recipient agency for at least one year following the three year grant period. Salary and benefits to be absorbed by the general fund beginning in the fourth year are projected to total \$601,611.

	2011	2012	2013	2014
2010 COPS grant	\$519,084	\$547,068	\$570,632	0
General Fund	0	0	0	\$601,611
Total	\$519,084	\$547,068	\$570,632	\$601,611

Goal Impact: Under the City of Wichita's Safe and Secure Initiative, the eight officers will help to ensure the Police Department can continue its emphasis on the community policing philosophy. This philosophy relies on the positive interactions between the police, other public servants and community members to serve our community's needs regarding safety, crime prevention, and crime-related quality-of-life issues.

Legal Considerations: The Law Department has reviewed and approved the contract award documents as to form.

Recommendations/Actions: It is recommended that the City Council authorize the necessary signatures on the contract award documents.

Attachments: Award letters from COPS office.



WICHITA POLICE DEPARTMENT

TO: Robert Layton, City Manager
FROM: Norman D. Williams, Chief of Police
SUBJECT: COPS Hiring Recovery Program Award Document Signatures
DATE: October 15, 2010

The purpose of this memo is to request your signature on the attached Community Oriented Policing Services (COPS) Hiring Recovery Program Award documents. In June 2010, the Wichita Police Department submitted a COPS Hiring Recovery Grant application for eight police officers. The amount of the application for the three-year period was approximately \$ 1.6 million, which pays 100% of the officer's benefits and salaries.

The City and Police Department was recently notified that our award for eight police officer positions was approved. These eight officer positions will be funded under the COPS Hiring Recovery Program and the COPS Hiring Program. According to the COPS Office, we may begin hiring for the approved police officer positions. The Award Document must be signed and returned to the COPS Office within 90 days to officially accept the grant.

Once you have reviewed and signed the attached document, please return to me and I will forward to the COPS Office. If there questions regarding this memo, please contact me at 268-4158.

Sincerely,

A handwritten signature in black ink, appearing to read 'Norman D. Williams'.

Norman D. Williams
Chief of Police

Attachments:

- COPS Hiring Recovery Program Award Document
- COPS Hiring Program



U. S. Department of Justice
Community Oriented Policing Services
Grants Administration Division
COPS Hiring Program
Treasury Account Symbol (TAS) 15X0406

Grant #: 2010ULWX0013
ORI #: KS08703
Applicant Organization's Legal Name: Wichita, City of
OJP Vendor #: 486000653
DUNS#: 043063460

Law Enforcement Executive: Chief of Police Norman D. Williams
Address: 455 North Main Street
4th Floor
City, State, Zip Code: Wichita, KS 67202
Telephone: (316) 268-4158
Fax: (316) 858-7704

Government Executive: Municipal Manager Robert Layton
Address: 455 North Main Street
13th Floor
City, State, Zip Code: Wichita, KS 67202
Telephone: (316) 268-4351
Fax: (316) 268-4333

Award Start Date: 9/1/2010 Award End Date: 8/31/2013
Full Time Officers Funded: 7
New Hires: 7
Rehires - Pre-Application Layoffs: 0
Rehires - Post-Application Layoffs: 0
Award Amount: \$ 1,432,186.00

Bernard Melekian
Director

SEP 15 2010

Date

By signing this award, the signatory officials are agreeing to abide by the 16 Conditions of Grant Award found on the reverse side of this document and the attached page:

Signature of Law Enforcement Official with the
Authority to Accept this Grant Award

Norman D. Williams, Chief of Police

Typed Name and Title of Law Enforcement
Official

10-15-2010
Date

Signature of Government Official with the Authority to
Accept this Grant Award

Robert Layton, City Manager

Typed Name and Title of Government Official

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID:
101361

U. S. Department of Justice
Office of Community Oriented Policing Services
2010 COPS Hiring Program Grant Terms and Conditions

By signing the Award Document to accept this COPS Hiring Program (CHP) grant, the grantee agrees to abide by the following grant terms and conditions:

1. **Grant Owner's Manual.** The grantee agrees to comply with the terms and conditions in the COPS Hiring Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A 122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A 133 (governing audits); applicable representations made in the original CHP grant applications; and/or the CHP application update and all other applicable program requirements, laws, orders, regulations, or circulars.
2. **Assurances and Certifications.** The grantee acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its CHP application.
3. **Allowable Costs.** The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding) for career law enforcement officer positions hired and/or rehired on or after the official grant award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP grant funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- a. Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget due to state, local, or tribal budget cuts;
- b. Rehiring officers who had already been laid off at the time of application as a result of state, local, or tribal budget cuts; and/or
- c. Rehiring officers who were, at the time of application, scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts. If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request a post-award grant modification to receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum, included in your award package, specifies the amount of COPS Hiring Program funds awarded to your agency for officer salaries and approved benefits. Please note that the salary and benefit costs requested in your original application may have been updated or corrected from the original version submitted to COPS. You should carefully review your Final Funding Memorandum (FFM), which is also included in your award package. The FFM contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. You will note that some costs may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FFM, up to the amounts specified in the Financial Clearance Memorandum. **Your agency may not use CHP funds for any costs that are not identified as allowable in the Final Funding Memorandum and Financial Clearance Memorandum.**

Only actual allowable costs incurred during the grant award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the grant (for example, your grant application overestimated the total entry level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the grant beyond 36 months. Any funds remaining after an agency has drawn down for the costs of salaries and fringe benefits incurred during the 36-month funding period for each awarded position will be deobligated during the closeout process, and should not be spent by your agency.

4. **Supplementing, Not Supplanting.** State, local, or tribal funds budgeted to pay for sworn officer positions irrespective of the receipt of CHP grant funds may not be reallocated to other purposes or refunded as a result of a CHP grant being awarded. Non-federal funds must remain available for and devoted to that purpose, with CHP funds supplementing those non-federal funds. Funding awarded cannot be obligated until after the grant award start date. This means that CHP funds cannot be applied to any agency cost prior to the award start date. In addition, your agency must take active and timely steps pursuant to its standard procedures to fully fund law enforcement costs already budgeted as well as fill all locally funded vacancies resulting from attrition during the life of the grant.
5. **Retention.** At the time of grant application, your agency committed to retaining all sworn officer positions awarded under the CHP grant with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition.
6. **Extensions.** Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do not provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS-funded positions, officer turnover, or other circumstances that interrupt the 36-month grant funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. Extension requests must be received prior to the end date of the award. Any extension requests received after an award has expired will be approved only under very limited circumstances.

U. S. Department of Justice
Office of Community Oriented Policing Services
2010 COPS Hiring Program Grant Terms and Conditions

7. **Modifications.** During the CHP grant award period, it may become necessary for an agency to modify its CHP grant award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP grant funding for ten new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all ten positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP grant funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency must change the hiring category from new hires to rehires to prevent lay-offs. Grant modifications under CHP are evaluated on a case-by-case basis. An agency may implement the modified grant award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

8. **Evaluations.** The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Hiring Program. The grantee agrees to cooperate with the monitors and evaluators.

9. **Reports.** To assist the COPS Office in the monitoring of your award, your agency will be responsible for submitting quarterly programmatic progress reports and quarterly financial reports.

10. **Grant Monitoring Activities.** Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Grant monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS CHP grantee, you agree to cooperate with and respond to any requests for information pertaining to your grant.

11. **Equal Employment Opportunity Plan (EEOP).** All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

12. **Employment Eligibility.** The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

13. **Community Policing.** Community policing activities to be initiated or enhanced by your agency were identified and described in your original COPS grant application, and/or 2010 CHP application update with reference to each of the following elements of community policing: a) community partnerships and support; b) related governmental and community initiatives that complement your agency's proposed use of CHP funding; and c) how your agency will use the funds to reorient its mission or enhance its commitment to community policing.

The COPS Office defines community policing as a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem-solving techniques, to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP grants must be used to initiate or enhance community policing activities. All newly hired, additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must engage in community policing activities.

14. **Contracts With Other Jurisdictions.** Grantees that provide law enforcement services to another jurisdiction through a contract must ensure that officers funded under this grant do not service the other jurisdiction, but will only be involved in activities or perform services that exclusively benefit the grantee's own jurisdiction. Grantees cannot use CHP funds to pay for a contract to receive law enforcement services from another agency.

15. **False Statements.** False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.

16. **Additional High-Risk Grantee Requirements.** The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the awarding agency determines that the recipient is a high-risk grantee (28 C.F.R. Parts 66 and 70).



U. S. Department of Justice
Community Oriented Policing Services

Grants Administration Division
COPS Hiring Program

1100 Vermont Avenue, NW
Washington, DC 20530

Memorandum

To: Chief of Police Norman D. Williams
Wichita, City of

From: Andrew A. Dorr, Assistant Director for Grants Administration

Re: COPS Hiring Program Financial Clearance Memo

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

OJP Vendor #: 486000653

ORI #: KS08703

DUNS #: 043063460

Grant #: 2010ULWX0013

<u>Budget Category</u>	<u>Proposed Budget</u>	<u>Approved Budget</u>	<u>Adjustments</u>	<u>Disallowed/Adjusted - Reasons/Comments</u>
Personnel	\$1,035,280.00	\$1,035,280.00	\$0.00	
Fringe Benefits	\$601,504.00	\$601,504.00	\$0.00	
Direct Costs:	\$1,636,784.00	\$1,636,784.00	\$0.00	
Grand Total	\$1,636,784.00	\$1,636,784.00	\$0.00	
Grand Total:	Federal Share:	\$ 1,432,186.00		
	Applicant Share:	\$ 0.00		

Cleared Date:

Overall Comments:



COPS Hiring Program Final Funding Memo

U.S. Department of Justice, Office of Community Oriented Policing Services

Legal Name: Wichita, City of
Grant Number: 2010ULWX0013

ORI: KS08703
Date: September 29, 2010

	<u>Quantity</u>	<u>Cost/Item</u>	<u>Total Item Cost</u>	<u>Amount</u>		<u>Reason Disallowed/Adjusted</u>
				<u>Disallowed</u>	<u>Total Allowed</u>	
Fringe Benefits	8	\$ 75,188.00	\$ 601,504.00	\$ 0.00	\$ 601,504.00	
Total:				\$ 0.00	\$ 601,504.00	
	<u>Quantity</u>	<u>Cost/Item</u>	<u>Total Item Cost</u>	<u>Amount</u>		<u>Reason Disallowed/Adjusted</u>
				<u>Disallowed</u>	<u>Total Allowed</u>	
Personnel	8	\$ 129,410.00	\$ 1,035,280.00	\$ 0.00	\$ 1,035,280.00	
Salaries						
Total:				\$ 0.00	\$ 1,035,280.00	
Grand Total:						
Total Federal Share:			\$ 1,432,186.00			
Total Local Share:			\$ 0.00			
Total Project Costs:			\$ 1,432,186.00			
Total Disallowed Costs:			\$ 0.00			

Cleared Date:

Overall Comments:



ACCEPTING YOUR 2010 COPS GRANT AWARD

Frequently Asked Questions

HOW DO I ACCEPT THIS AWARD?

Accepting your COPS award is a simple and straightforward process. The award document to accept your new grant can be found in the award packet. Other important information about your award can be found online at www.cops.usdoj.gov. You should carefully read all award information prior to signing the award document and accepting your grant.

- **COPS Grant Award Document** – To accept your award, this document must be signed by the top law enforcement and government executives or agency executives as indicated on your award document, and then returned to the COPS Office.

WHERE CAN I FIND THE SUPPORTING PAPERWORK FOR MY AWARD, SUCH AS THE GRANT OWNER'S MANUAL?

For your convenience, we have several supporting documents available online at www.cops.usdoj.gov to assist you in implementing your grant. These resources include:

Grant Owner's Manual	Federal Financial Report (SF-425)	Frequently Asked Questions (SF-425)
Helpful Hints Guide (SF-425)	Grant Payment Request System Information	SF-425 Fact Sheet
Change of Information Sheet	Publication Request Form	Federal Civil Rights Letter

WHO MUST SIGN THE AWARD DOCUMENT?

The law enforcement and government executives (as indicated on your award document) that have ultimate financial and programmatic authority for the grant must sign the award document. They are generally the highest-ranking officials within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent for law enforcement executives, and Mayor, City Administrator, Tribal Chairman, or equivalent for government executives). For non-law enforcement agencies (universities, private organizations, etc.), the authorized officials are the programmatic and financial officials who have the ultimate signatory authority to sign contracts on behalf of your organization. Typically, these are the same executives who signed the forms located in your application package.

ARE PHOTOCOPIED OR STAMPED SIGNATURES ACCEPTABLE ON THE AWARD DOCUMENT?

No. All signatures on the award document must be original. Stamped or photocopied signatures will not be accepted.

MAY I RETURN A SIGNED PHOTOCOPY OF THE AWARD DOCUMENT?

No. Only a signed, original award document (i.e., the actual document mailed to you by the COPS Office) will be accepted.

HOW LONG DO I HAVE TO RETURN THE SIGNED AWARD DOCUMENT?

Your agency has 90 days from the date listed on the award congratulatory letter to return your signed award document to the COPS Office. Failure to return your signed award document within the 90-day time frame will result in your inability to access grant funds, and may result in your agency being withdrawn from your COPS grant program.

THE GOVERNING BODY IN MY JURISDICTION NEEDS MORE TIME BEFORE GIVING FINAL APPROVAL TO ACCEPT THIS GRANT. WHAT DO I DO?

If your agency needs more than 90 days to sign and return the award document, please contact your Grant Program Specialist at 1.800.421.6770 to request an extension of the return period. All time extension requests for the purposes of returning the award document will be considered on a case-by-case basis.

WHERE DO I MAIL THE SIGNED AWARD DOCUMENT?

Your signed award document should be mailed to the following address:

For the Methamphetamine Initiative and Technology Program:

U.S. Department of Justice, COPS Office
ATTN: [Grant Program Name] Control Desk, 9th Floor
1100 Vermont Avenue, NW
Washington, DC 20530 (20005 for overnight delivery)

For the COPS Hiring Program (CHP), Child Sexual Predator Program (CSPP), Secure Our Schools Program (SOS), or the Tribal Methamphetamine Initiative (Tribal –Meth):

U.S. Department of Justice, COPS Office
ATTN: [Grant Program Name] Control Desk, 8th Floor
1100 Vermont Avenue, NW
Washington, DC 20530 (20005 for overnight delivery)

PLEASE NOTE: Beginning **October 18, 2010**, your signed COPS award document and all other correspondence should be directed to the new COPS Office mailing address:

U.S. Department of Justice, COPS Office
Grants Administration Division
ATTN: [Insert Program Name] Control Desk
145 N Street N.E., 11th Floor
Washington, DC 20530

Before you can draw down these grant funds, the COPS Office must receive the signed award document from your agency. To ensure that we receive your signed award in a timely manner, we encourage you to submit your signed award by express or overnight delivery service.

WHAT IF THE GOVERNMENT AND/OR LAW ENFORCEMENT EXECUTIVE INFORMATION ON THE AWARD DOCUMENT HAS CHANGED?

Please review the information on your award document carefully. If a change in information (address, phone number, etc.) has occurred, **do not change or correct that information on the award document.** Rather, a Change of Information form should be submitted to our office along with the original, signed award document. Any alterations to the original award will invalidate the document. You may submit a Change of Information form online through “Account Access” at www.cops.usdoj.gov, or you may print a fillable form to submit via fax or mail. Complete the relevant part(s) of that document and submit it to the COPS Office. The COPS Office will then update our records to reflect any changes.

If the actual law enforcement or government executive listed on the award document has changed, the new executive in that position should simply sign the award document. Again, **do not alter any executive information shown on your award document, even if it needs to be updated.** Simply complete a Change of Information form as described above in order to reflect the new executive.

WHERE CAN I FIND A LIST OF CONDITIONS THAT APPLY TO MY GRANT?

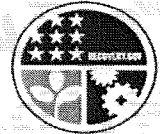
Beginning on the reverse side of your award document, you will find your award's grant terms and conditions. The same conditions can also be found in the Grant Owner's Manual, which is available online at www.cops.usdoj.gov. Please read and familiarize yourself with these conditions.

I STILL HAVE QUESTIONS ABOUT MY AWARD. WHAT DO I DO?

If you still have questions, please feel free to call the COPS Office Response Center at 1.800.421.6770 and ask to speak with your Grant Program Specialist.



U. S. Department of Justice
Community Oriented Policing Services
Grants Administration Division
COPS Hiring Recovery Program
Treasury Account Symbol (TAS) 15-09/10-0412



Grant #: 2010RJWX0001

ORI #: KS08703

Applicant Organization's Legal Name: Wichita, City of

OJP Vendor #: 486000653

DUNS#: 043063460

Law Enforcement Executive: Chief of Police Norman D. Williams

Address: 455 North Main Street

4th Floor

City, State, Zip Code: Wichita, KS 67202

Telephone: (316) 268-4158

Fax: (316) 858-7704

Government Executive: Municipal Manager Robert Layton

Address: 455 North Main Street

13th Floor

City, State, Zip Code: Wichita, KS 67202

Telephone: (316) 268-4351

Fax: (316) 268-4333

Award Start Date: 9/1/2010

Award End Date: 8/31/2013

Full Time Officers Funded: 1

New Hires: 1

Rehires - Pre-Application Layoffs: 0

Rehires - Post-Application Layoffs: 0

Award Amount: \$ 204,598.00

Bernard Melekian
Director

SEP 14 2010

Date

By signing this Award Document, the grantee agrees to abide by all 16 Grant Terms and Conditions on the reverse side of this document and the attached pages:

Signature of Law Enforcement Official with the
Authority to Accept this Grant Award

Norman D. Williams, Chief of Police 10-15-2010
Typed Name and Title of Law Enforcement
Official Date

Signature of Government Official with the Authority to
Accept this Grant Award

Robert Layton, City Manager

Typed Name and Title of Government Official

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID:
102641

U. S. Department of Justice
Office of Community Oriented Policing Services
COPS Hiring Recovery Program Grant Terms and Conditions

By signing the Award Document to accept this COPS Hiring Recovery Program (CHRP) grant, the grantee agrees to abide by the following grant terms and conditions:

1. The grantee agrees to comply with the terms and conditions in this COPS Hiring Recovery Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); American Recovery and Reinvestment Act (Recovery Act) of 2009, P.L.111-5; representations made in the COPS Hiring Recovery Program grant application; and all other applicable program requirements, laws, orders, regulations, or circulars.
2. The grantee agrees to comply with the Assurances and Certifications forms that were submitted as part of its COPS Hiring Recovery Program application.
3. The funding under this project is for the payment of approved full-time entry-level sworn officer salaries and fringe benefits over three years (for a total of 36 months of funding) for new or rehired additional, career law enforcement officer positions, hired on or after the award start date. The Financial Clearance Memorandum included in your award packet specifies the costs that the grantee is allowed to fund with your CHRP award. It will also describe any costs which have been disallowed after review of your proposed budget. The grantee may not use CHRP funds for anything not identified as allowable in the Financial Clearance Memorandum.
4. CHRP grant funds may not be used to replace state or local funds (or, for tribal grantees, Bureau of Indian Affairs funds) that would, in the absence of federal aid, be made available for hiring and/or rehiring full-time career law enforcement officer positions.
5. At the time of grant application, the grantee committed to retaining all CHRP officer positions awarded with state and/or local funds for a minimum of 12 months at the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded positions that would have existed in the absence of the grant. You cannot satisfy the retention requirement by using CHRP positions to fill vacancies from attrition.
6. The grantee may request an extension of the grant award period to receive additional time to implement the grant program. Such extensions *do not* provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include delays in hiring COPS-funded positions, officer turnover, or other circumstances that interrupt the 36-month grant funding period. An extension allows the grantee to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. Extension requests must be received prior to the end date of the award, as extension requests received after an award has expired will be approved only under very limited circumstances.
7. During the CHRP grant award period, it may become necessary for an agency to modify its CHRP grant award due to changes in an agency's fiscal or law enforcement situation. For instance, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category or reduce the total number of positions awarded. Grant modifications under CHRP are evaluated on a case-by-case basis. All modification requests must be approved, in writing, by the COPS Office prior to their implementation. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.
8. The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Hiring Recovery Program. The grantee agrees to cooperate with the monitors and evaluators.
9. To assist the COPS Office in the monitoring of your award, the grantee agrees to submit quarterly programmatic progress reports and quarterly financial reports in addition to any reports required by the Recovery Act. The grantee also agrees to submit all requested reports in a timely manner.
10. The COPS Office performs various functions to ensure compliance with all grant requirements, to assess the implementation of community policing in awarded jurisdictions, and to provide technical assistance to grantees. Grant monitoring activities are routine during the grant period and may occur up to three years following the official closure of the grant award. These functions, and others, often require the production of grant-related documentation and other materials. As a COPS CHRP grantee, you agree to cooperate with any such requests for information.
11. The grantee agrees to comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E). For assistance, grantees should consult the Office of Justice Programs, Office for Civil Rights website at www.ojp.usdoj.gov/about/ocr/eeop.htm.
12. The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.
13. All newly hired, additional officers (or an equal number of redeployed veteran officers) funded under CHRP must engage in community policing activities. Community policing activities to be initiated or enhanced by the grantee were identified and described in your CHRP grant application, with reference to each of the following elements of community policing: a) community

U. S. Department of Justice
Office of Community Oriented Policing Services

COPS Hiring Recovery Program Grant Terms and Conditions

partnerships and support; b) related governmental and community initiatives that complement the grantee's proposed use of CHRP funding; and c) how the grantee will use the funds to reorient its mission or enhance its commitment to community policing.

14. Grantees that provide law enforcement services to another jurisdiction through a contract must ensure that officers funded under this CHRP grant do not service the other jurisdiction, but will only be involved in activities or perform services that exclusively benefit the grantee's own jurisdiction. Grantees cannot use CHRP funds to pay for a contract to receive law enforcement services from another agency.
15. False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.
16. The grantee understands that the COPS Hiring Recovery Program is funded through the American Recovery and Reinvestment Act (Recovery Act) of 2009 and agrees to comply with the extensive accountability and transparency requirements on the use of Recovery Act funds:

(A) Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients

(1) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (Recovery Act) as required by Congress and in accordance with 28 C.F.R. 70 "Uniform Administrative Requirements for Grants and Agreements for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" and 28 C.F.R. 66 "Uniform Administrative Requirements for Grants and Agreements for State and Local Governments," the recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds.

(2) For a recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," the recipient agrees to separately identify the expenditures for federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(3) The recipient agrees to separately identify to each sub-recipient (if any) and document at the time of sub-award and at the time of disbursement of funds, the federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(4) The recipient agrees to require their sub-recipients (if any) to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of Recovery Act funds as well as oversight by the Department of Justice, Office of the Inspector General and Government Accountability Office.

(B) Recipient Reports and Central Contractor Registration

(1) The recipient agrees to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(2) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(3) The recipient and their first-tier recipients (if any) must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(4) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

(C) Data Elements of Recipient Reports

In accordance with section 1512(c) of the Recovery Act, the recipient agrees that not later than 10 days after the end of each calendar quarter, each recipient that received Recovery Act funds from a federal agency shall submit a report to that agency that contains —

- (1) the total amount of recovery funds received from that agency;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including —
 - (a) the name of the project or activity;
 - (b) a description of the project or activity;

U. S. Department of Justice
Office of Community Oriented Policing Services
COPS Hiring Recovery Program Grant Terms and Conditions

- (c) an evaluation of the completion status of the project or activity;
- (d) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
- (e) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.

(4) Detailed information on subcontracts or subgrants (if any) awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

These reports are in addition to other financial and programmatic reports required by the COPS Office.

(D) Access to Records and Interviews

The recipient agrees that the Department of Justice (DOJ) and its representatives (including COPS and the Office of the Inspector General (OIG)) and the Government Accountability Office (GAO) shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award. The recipient also agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient regarding transactions related to this Recovery Act award.

(E) Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient agrees to promptly refer to the Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. The OIG may be contacted at OIG.hotline@usdoj.gov, www.usdoj.gov/oig/FOIA/hotline.htm, and 800.869.4499.

(F) Protecting State and Local Government and Contractor Whistleblowers

The recipient agrees that the Recovery Act provides certain protections against reprisals for employees of non-federal employers (state and local governments or private contractors) who disclose information to federal officials reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds.

(G) Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The recipient agrees to maintain accounting systems and records that adequately track, account for, and report on all funds from this Recovery Act award (including officers hired, salaries and fringe benefits paid, and the number of jobs created and jobs preserved) separately from all other funds (including other COPS and federal grants awarded for the same or similar purposes).

(H) Additional Requirements and Guidance

The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future COPS (including government-wide) guidance and clarifications of Recovery Act requirements.



U. S. Department of Justice
Community Oriented Policing Services



Grants Administration Division
COPS Hiring Recovery Program

1100 Vermont Avenue, NW
Washington, DC 20530

Memorandum

To: Chief of Police Norman D. Williams
Wichita, City of

From: Andrew A. Dorr, Assistant Director for Grants Administration

Re: COPS Hiring Recovery Program Financial Clearance Memo

OJP Vendor #: 486000653 ORI #: KS08703 DUNS #: 043063460 Grant #: 2010RJWX0001

Total Number of Full Time Officers Funded 1 Costs Per Officer: \$204,598.00 Total Cost: \$204,598.00

New Hires: 1

Rehires- Pre-Application Layoffs: 0

Rehires- Post-Application Layoffs: 0

Budget Category	Proposed Budget	Approved Budget	Adjustments	Disallowed/Adjusted - Reasons/Comments
Full Time Officer Salary	\$129,410.00	\$129,410.00	\$0.00	
Full Time Officer Fringe Benefits	\$75,188.00	\$75,188.00	\$0.00	
Officer Salary and Fringe Benefits for Three Years	\$204,598.00	\$204,598.00	\$0.00	
Total CHRP Funding for 1 Officers	\$204,598.00	\$204,598.00	\$0.00	

Total CHRP Funding for 1 Officers	Federal Share: \$204,598.00
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Cleared Date:

Overall Comments:

A financial analysis of budgeted costs has been completed, and this Financial Clearance Memorandum reflects the amount of COPS Hiring Recovery Program funds awarded to your agency for officer salaries and approved benefits. Please note that the salary and benefit costs requested in your original application may have been updated or corrected from the original version submitted to COPS. You should carefully review your Final Funding Memo (FFM), which is enclosed in your award package. The FFM contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. You will note that some costs may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FFM, up to the amounts specified in this Financial Clearance Memorandum.



COPS Hiring Recovery Program Final Funding Memo

U.S. Department of Justice, Office of Community Oriented Policing Services

Legal Name: Wichita, City of
Grant Number: 2010RJWX0001

ORI: KS08703
Date: September 29, 2010

Fringe Benefits	Quantity	Cost/Item	Total Item Cost	Amount		Reason Disallowed/Adjusted
				Disallowed	Total Allowed	
Fringe Benefits	1	\$ 75,188.00	\$ 75,188.00	\$ 0.00	\$ 75,188.00	
Total:				\$ 0.00	\$ 75,188.00	
Personnel	Quantity	Cost/Item	Total Item Cost	Amount		Reason Disallowed/Adjusted
				Disallowed	Total Allowed	
Salaries	1	\$ 129,410.00	\$ 129,410.00	\$ 0.00	\$ 129,410.00	
Total:				\$ 0.00	\$ 129,410.00	
Grand Total:						
Total Federal Share:		\$ 204,598.00				
Total Local Share:		\$ 0.00				
Total Project Costs:		\$ 204,598.00				
Total Disallowed Costs:		\$ 0.00				

Cleared Date:

Overall Comments:



ACCEPTING YOUR 2010 COPS GRANT AWARD

Frequently Asked Questions

HOW DO I ACCEPT THIS AWARD?

Accepting your COPS award is a simple and straightforward process. The award document to accept your new grant can be found in the award packet. Other important information about your award can be found online at www.cops.usdoj.gov. You should carefully read all award information prior to signing the award document and accepting your grant.

- **COPS Grant Award Document** – To accept your award, this document must be signed by the top law enforcement and government executives or agency executives as indicated on your award document, and then returned to the COPS Office.

WHERE CAN I FIND THE SUPPORTING PAPERWORK FOR MY AWARD, SUCH AS THE GRANT OWNER'S MANUAL?

For your convenience, we have several supporting documents available online at www.cops.usdoj.gov to assist you in implementing your grant. These resources include:

Grant Owner's Manual	Federal Financial Report (SF-425)	Frequently Asked Questions (SF-425)
Helpful Hints Guide (SF-425)	Grant Payment Request System Information	SF-425 Fact Sheet
Change of Information Sheet	Publication Request Form	Federal Civil Rights Letter

WHO MUST SIGN THE AWARD DOCUMENT?

The law enforcement and government executives (as indicated on your award document) that have ultimate financial and programmatic authority for the grant must sign the award document. They are generally the highest-ranking officials within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent for law enforcement executives, and Mayor, City Administrator, Tribal Chairman, or equivalent for government executives). For non-law enforcement agencies (universities, private organizations, etc.), the authorized officials are the programmatic and financial officials who have the ultimate signatory authority to sign contracts on behalf of your organization. Typically, these are the same executives who signed the forms located in your application package.

ARE PHOTOCOPIED OR STAMPED SIGNATURES ACCEPTABLE ON THE AWARD DOCUMENT?

No. All signatures on the award document must be original. Stamped or photocopied signatures will not be accepted.

MAY I RETURN A SIGNED PHOTOCOPY OF THE AWARD DOCUMENT?

No. Only a signed, original award document (i.e., the actual document mailed to you by the COPS Office) will be accepted.

HOW LONG DO I HAVE TO RETURN THE SIGNED AWARD DOCUMENT?

Your agency has 90 days from the date listed on the award congratulatory letter to return your signed award document to the COPS Office. Failure to return your signed award document within the 90-day time frame will result in your inability to access grant funds, and may result in your agency being withdrawn from your COPS grant program.

THE GOVERNING BODY IN MY JURISDICTION NEEDS MORE TIME BEFORE GIVING FINAL APPROVAL TO ACCEPT THIS GRANT. WHAT DO I DO?

If your agency needs more than 90 days to sign and return the award document, please contact your Grant Program Specialist at 1.800.421.6770 to request an extension of the return period. All time extension requests for the purposes of returning the award document will be considered on a case-by-case basis.

WHERE DO I MAIL THE SIGNED AWARD DOCUMENT?

Your signed award document should be mailed to the following address:

For the Methamphetamine Initiative and Technology Program:

U.S. Department of Justice, COPS Office
ATTN: [Grant Program Name] Control Desk, 9th Floor
1100 Vermont Avenue, NW
Washington, DC 20530 (20005 for overnight delivery)

For the COPS Hiring Program (CHP), Child Sexual Predator Program (CSPP), Secure Our Schools Program (SOS), or the Tribal Methamphetamine Initiative (Tribal –Meth):

U.S. Department of Justice, COPS Office
ATTN: [Grant Program Name] Control Desk, 8th Floor
1100 Vermont Avenue, NW
Washington, DC 20530 (20005 for overnight delivery)

PLEASE NOTE: Beginning October 18, 2010, your signed COPS award document and all other correspondence should be directed to the new COPS Office mailing address:

U.S. Department of Justice, COPS Office
Grants Administration Division
ATTN: [Insert Program Name] Control Desk
145 N Street N.E., 11th Floor
Washington, DC 20530

Before you can draw down these grant funds, the COPS Office must receive the signed award document from your agency. To ensure that we receive your signed award in a timely manner, **we encourage you to submit your signed award by express or overnight delivery service.**

WHAT IF THE GOVERNMENT AND/OR LAW ENFORCEMENT EXECUTIVE INFORMATION ON THE AWARD DOCUMENT HAS CHANGED?

Please review the information on your award document carefully. If a change in information (address, phone number, etc.) has occurred, **do not change or correct that information on the award document.** Rather, a Change of Information form should be submitted to our office along with the original, signed award document. Any alterations to the original award will invalidate the document. You may submit a Change of Information form online through "Account Access" at www.cops.usdoj.gov, or you may print a fillable form to submit via fax or mail. Complete the relevant part(s) of that document and submit it to the COPS Office. The COPS Office will then update our records to reflect any changes.

If the actual law enforcement or government executive listed on the award document has changed, the new executive in that position should simply sign the award document. Again, **do not alter any executive information shown on your award document, even if it needs to be updated.** Simply complete a Change of Information form as described above in order to reflect the new executive.

WHERE CAN I FIND A LIST OF CONDITIONS THAT APPLY TO MY GRANT?

Beginning on the reverse side of your award document, you will find your award's grant terms and conditions. The same conditions can also be found in the Grant Owner's Manual, which is available online at www.cops.usdoj.gov. Please read and familiarize yourself with these conditions.

I STILL HAVE QUESTIONS ABOUT MY AWARD. WHAT DO I DO?

If you still have questions, please feel free to call the COPS Office Response Center at 1.800.421.6770 and ask to speak with your Grant Program Specialist.

City Of Wichita
City Council Meeting
November 9, 2010

TO: Mayor and City Council

SUBJECT: Shelter Plus Care Program Transfer

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve transfer of full administrative and program responsibilities for all Shelter Plus Care (S+C) Programs, including the 2011 renewal grant and two multi-year grants to Sedgwick County, Kansas, according to the accompanying Memorandum of Understanding, and authorize the signing of all related documents.

Background: The City of Wichita Housing Authority has administered the S+C program for the last 16 years, serving homeless persons with disabilities, including serious mental illness, chronic drug and/or alcohol problems, and/or HIV/AIDS related diseases. Partners Positive Directions, Miracles Inc., and Sedgwick County COMCARE provide the required supportive services to clients. The 2010 grant agreement provided housing assistance to pay for 102 housing units, but staff was able to maximize grant dollars and house up to 147 families during a single grant period. Currently 105 families are being assisted.

The S+C program provides an administrative fee of eight percent of the grant amount which, in the case of the 2009 grant year, is \$56,122. Actual administrative costs have exceeded the eight percent administrative allowance for several years, being supplemented by other funding sources that are now no longer available.

In order to keep the permanent supportive housing assistance that is provided by the S+C program in the community, the City of Wichita must submit an application in the 2010 Continuum of Care (CoC) for renewal funding for the 2011-2012 program year.

Analysis: When the 2011-2012 S+C program is funded, the City of Wichita will sign the grant agreement and the grant amendment at the same time, thus transferring all administrative and program responsibilities to Sedgwick County, Kansas. The S+C program will be theirs to administer for the May 2, 2011 through May 1, 2012 grant period and for the foreseeable future, as long as they submit annual renewal applications.

Wichita Housing and Community Services staff meets monthly with S+C partners for status updates. On October 12, 2010, staff alerted HUD's Regional Community Planning and Development Division of City's intention not to renew program because of the insufficient administrative fees. On Monday, October 18, 2010, S+C staff briefed all partners of the same intention, and discussions began later that day of the possibility that Sedgwick County might agree to take responsibility for the program.

Financial Considerations: HUD pays grant recipients eight percent of the S+C grant amount for administering the program. Actual costs are close to 15 percent.

Goal Impact: The Shelter Plus Care program supports the goal to Promote Economic Vitality and Affordable Living.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve transfer of full administrative and program responsibilities for all Shelter Plus Care (S+C) Programs including the 2011 renewal grant and two multi-year grants to Sedgwick County, Kansas, according to the accompanying Memorandum of Understanding and authorize the signing of all related documents.

Attachments: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

Between the City of Wichita, Kansas and
Sedgwick County, Kansas

For

Transfer of Operations and Administration Responsibilities Associated with
The Shelter Plus Care Program from the Department of Housing and Urban Development

WHEREAS for the past 16 years the City of Wichita Housing Authority (CITY) has administered the Department of Housing and Urban Development's (HUD) Shelter Plus Care Program, which is designed to respond to the housing needs of the hard to reach homeless population with disabilities, and

WHEREAS Sedgwick County (County) has been a partner in the operation of this Shelter Plus Care Program, and has provided support services to clients of the program, and

WHEREAS the City currently has obtained Shelter Plus Care grant funds for program operations from HUD for two five-year grants – one ending on or about June 10, 2012 and one ending on or about September 14, 2013 and for one renewal grant for program year May 2, 2010 through May 1, 2011 and is eligible for renewal funds for program year May 2, 2011 through May 1, 2012, and

WHEREAS County is not currently receiving funds from the Shelter Plus Care Program, but is willing to assume full and complete responsibility for City's Shelter Plus Care Program, and is desirous of retaining potential grant renewal funds in the community to maintain the continuum of services that these grants provide to homeless families,

NOW, THEREFORE, be it resolved that the City has chosen to transfer the operations and administration of the two multi-year Shelter Plus Care Program grants to County on January 3, 2011; and further, transfer the operations and administration of the renewal Shelter Plus Care Program grant to County on May 2, 2011, or as soon thereafter contingent on HUD completing the Shelter Plus Care Program Grant Amendments to transfer the grants to County;

Purpose.

The purpose of this MOU is to generally outline the agreement made between City and County for the transfer of the administration of the Shelter Plus Care Programs to County, acknowledging that the full transfer of all program aspects shall occur in the first six months of 2011 depending on when HUD awards the 2010 Continuum of Care grants and facilitates the transfer by amending the existing and renewal grant programs.

1. Responsibilities.

- a. City will make the arrangements with HUD for the transfer of City's Shelter Plus Care Program grants, including the two five-year grants and one renewal Grant Agreement for the program year May 2, 2011 through May 1, 2012.
- b. County will assume administration of the HUD Shelter Plus Care Program grants on or near January 3, 2011 and May 2, 2011. The duties will include grant compliance, accounting and financial management, including any HUD required grant match from supportive care services to clients, and general program operations, including achievement of HUD program goals and submission of any HUD required reports for the multi-year grants and for the renewal grant period May 2, 2011 through May 1, 2012.
- c. After program transfers County will be responsible for all reporting on all three grants, which must be submitted electronically to HUD's systems. City will assist as needed with the 2010 – 2011 APR report that will be due to HUD in August of 2011.
- d. After program transfers County will be responsible for submitting the 2011 HUD Continuum of Care grant renewal application for the Shelter Plus Care Program. City will work cooperatively with the local Continuum of Care in the submission of the 2011 Shelter Plus Care Program grant renewal application for the program year term May 2, 2011 through May 1, 2012.
- e. Upon the transfer of all operations and administration of the HUD Shelter Plus Care Program grant responsibilities, County will be able to operate the grant programs within the corporate limits of the City, as well as within Sedgwick County.
- f. City will continue to work cooperatively with County to ensure a smooth transition of the administration and operations of the HUD Shelter Plus Care Programs.

City Of Wichita
City Council Meeting
November 9, 2010

TO: Mayor and City Council

SUBJECT: Grant Application - Homeless Assistance Programs

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the submission of Shelter Plus Care Grant application and authorize the necessary signatures on the application and subsequent contract award documents.

Background: On September 20, 2010, the Department of Housing and Urban Development (HUD) issued a Notice of Funding Availability (NOFA) for the 2010 Continuum of Care Homeless Assistance Programs. The NOFA makes funds available for a variety of homeless programs including Permanent Supportive Housing, Transitional Housing, Shelter Plus Care, and the Homeless Management Information System used to track the progress of homeless individuals moving through the Continuum of Care. Applications are due no later than November 15, 2010.

The United Way of the Plains has led the community discussion in preparing the Continuum of Care application for the Wichita-Sedgwick County area for the projects listed below. Participants have included the Continuum of Care Coordinating Team (CCCT) and Housing and Community Services Department staff.

Analysis: Following is a summary of the programs which will be included in the application.

Transitional Housing. COMCARE of Sedgwick County is seeking funding to renew two Transitional Housing Projects for persons with mental illness and substance abuse disorders. The funding will allow the continuation of supportive services, operational funds, and rent subsidies for the units. Wichita Children's Home is also requesting funds to continue the Bridges Transitional Living Program for persons 16 to 21 years old. Funds will provide case management, life skills assistance, and assistance with medical care for the clients, as well as operational funds and rent subsidies for the units. United Methodist Open Door (UMOD) is requesting the continuance of their Leased Transitional Housing Program that assists homeless families, including survivors of domestic violence. Funds will provide case management and other supportive services, as well as operational funds and rent subsidies for the units. The application also includes funds for UMOD's Purchased Transitional Housing Program that assists additional homeless families. The funds cover supportive services and operational funds for the housing owned by UMOD. The Salvation Army is seeking continuation of its Transitional Housing Program for homeless families and/or single women. Funding provides case management and other supportive services, as well as operational funds for the units.

Safe Haven. Inter-Faith Ministries (IFM) provides this specialized housing for homeless persons who have a disability and is applying for funds to continue to provide supportive services and operational funds for the units. The housing is provided in a low demand environment, and persons can stay up to two years.

Permanent Housing. Inter-Faith Ministries (IFM) of Wichita, Inc. is applying for funds for continuation of supportive services and operating costs for Villa North, Villa Central and Villa Courts. Funds will allow IFM to continue to provide supportive services and operation costs to assist chronically homeless individuals. United Methodist Open Door is applying for funds to continue to provide case management services for persons who are chronically homeless and rent subsidies for the units. This permanent supportive housing project is operated in partnership with COMCARE of Sedgwick County.

Shelter Plus Care. The City of Wichita Housing Authority has prepared an application for a one-year renewal of the Shelter Plus Care program to fund 102 renewal housing units for homeless persons with disabilities, including serious mental illness, chronic drug and/or alcohol problems, and/or HIV/AIDS related diseases. This tenant rental assistance program will assist clients and their families in ways that prevent them from living in places not intended for human habitation (e.g. streets) or emergency shelters. Shelter Plus Care funds must be matched by an equal amount in supportive services. Therefore, this program provides a range of supportive services funded by other local sources in response to the needs of the hard to reach homeless population with disabilities.

Financial Considerations: United Way and the CCCT have worked together to compile the community application which United Way will submit to HUD on behalf of local proposers, by the November 15, 2010 deadline. Funding for the projects will come directly from HUD, with grant agreements to be executed between HUD and the project sponsors. With the exception of the Shelter Plus Care applications, which are sponsored by the Wichita Housing Authority, HUD will contract directly with agencies which are funded through this application process.

The following requests were assembled from agency proposals for the 2010 Continuum of Care funding, which have been reviewed and discussed with the United Way and the CCCT.

COMCARE

- Dual Diagnosis Transitional Housing Program (Renewal) \$279,523
- Transitional Housing Program (Enhancement renewal) \$41,946

Inter-Faith Ministries

- Villa North (Renewal) \$56,420
- Villa Central (Renewal) \$43,050
- Villa Courts (Renewal) \$106,656
- Safe Haven-Ti' Wiconi (Renewal) \$138,198

United Methodist Open Door

- Purchased (Renewal) \$56,238
- Leased (Renewal) \$84,377
- Safety Net (Renewal) \$80,804

United Way of the Plains

- Homeless Information Management System (Renewal) \$86,663

Wichita Children's Home

- Bridges Transitional Housing Program (Renewal) \$102,566

City of Wichita Housing Authority

- Shelter Plus Care (Renewal) \$701,532

The Salvation Army

- Transitional Housing Program (Renewal) \$333,333

The Department of Housing and Urban Development (HUD) has announced a preliminary "pro-rata" need for the City of Wichita and Sedgwick County in the amount of \$1,072,025. The 2010 application will exceed the preliminary pro-rata need amount with inclusion of renewal projects totaling \$1,409,774. In situations where the total amount of one-year renewal projects exceeds the preliminary pro-rata need, HUD assigns the Continuum of Care a 'Hold Harmless Need' status that allows all the existing renewal projects to be funded as long as the application meets a minimal scoring threshold. All matching funds required by the projects included in this grant would be provided by the sponsoring agencies, or in the case of Shelter

Plus Care, by the partnership agencies. City Council support for the application obligates no funding from the City of Wichita.

Goal Impact: Supports the goal to Promote Economic Vitality and Affordable Living.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the submission of Shelter Plus Care Grant application and authorize the necessary signatures on the application and subsequent contract award documents

Attachments: Exhibits from the application.

**CITY OF WICHITA
City Council Meeting
November 9, 2010**

TO: Mayor and City Council Members

SUBJECT: Settlement of Lawsuit

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment by transfer of property totaling an agreed value of \$4,970,525 as a full settlement of this action.

Background: This action was brought by Sedgwick County against the City of Wichita and other municipalities located within Sedgwick County, Kansas for payment of prisoner fees from January 1, 2008 forward under state statute and county resolution. The district court has found liability on the City's part, and the determination of the level of damages is being litigated currently. Rather than proceeding with trial on the second phase and the potential appeal, and subject to the approval of the respective governing bodies, the City and County desire to reach a full and final settlement of all matters in this Settlement Agreement.

Analysis: The current billing for the cost of maintaining City of Wichita prisoners for the time stated above exceeds \$10,650,000. The County has agreed to settle the debt incurred prior to January 1, 2010 at 37% of value. The costs for prisoner maintenance after that date will be paid at full cost, but will be subject to potential reduction following completion of an accounting analysis in progress, on parameters established in the agreement and the County's resolution. The County has agreed to accept transfer of title to real estate from which the City currently derives limited or nominal rent. Two of these facilities, the Work Release Center and the Health Department building, are currently occupied by the County. The balance of the debt to be incurred in 2010 will be paid by similar property transfers, with the charges for prisoner fees for 2011 and beyond to be paid in cash. The litigation will be concluded by a dismissal of all claims against the City of Wichita. The other cities that joined Wichita as defendants in the litigation have previously been dismissed through similar settlement agreements.

Financial Considerations: Funding for this settlement is from property transfers described above. All transfers are being credited at market value. Funding for payment of fees from and after January 1, 2011 is available from within budgeted funds.

Goal Impact: Settlement of this claim contributes to the City goal of providing a Safe and Secure Community. The property transferred will retain its public benefit.

Legal Considerations: The Law Department recommends acceptance of the offer of settlement. The lawsuit will be concluded by a Journal Entry of Dismissal with Prejudice.

Recommendations/Actions: Authorize transfer of property as detailed in the Settlement Agreement as a full settlement of all claims which are the subject of this litigation.

Attachments: Settlement Agreement.

SETTLEMENT AGREEMENT, RELEASE AND STIPULATIONS OF THE PARTIES

This Settlement Agreement, Release and Stipulation ("Settlement Agreement") is entered into this ____ day of November, 2010, by and between Sedgwick County, Kansas (hereinafter "County"), a body politic organized under the laws of the State of Kansas and the City of Wichita, a first class city and municipality organized under the laws of the State of Kansas (hereinafter "Wichita").

Statement of dispute: County brought an action in District Court against Wichita entitled, *The Board of County Commissioners of Sedgwick County, Kansas, Plaintiff v. City of Wichita, et. al., Defendants, Case No. 08 CV4371* (the "Litigation"), for the payment of prisoner fees pursuant to K.S.A.19-1930(a) and County Resolution 110-07, with said fees to start on January 1, 2008 and continue thereafter. The case was bifurcated by the Court with the determination of the legal issues first and the determination of damages second. On March 25, 2010, the Court granted the County's Motion for Partial Summary Judgment finding the County had the legal authority and properly implemented that authority to directly bill and recoup the costs of maintaining city (including Wichita's) prisoners in the custody of the Sheriff. The second phase of the case regarding the sole remaining issue of the costs of maintaining Wichita's prisoners is now pending determination of the Court. Rather than proceeding with trial on the second phase, County and Wichita desire to reach a full and final settlement of all matters and enter into this Settlement Agreement and Release and Stipulations of the parties.

Except as otherwise stated below, in consideration for the payment to County of the Stipulated Sum and the 2010 Fourth Quarter Debt, herein defined, County and Wichita mutually release the other party including all past, present and future employees, agents, representatives, successors and assigns of all claims, actions, demands, agreements, covenants, damages and causes of action of any kind arising from any alleged amounts due to or incurred by County for the maintenance of prisoners committed to the custody of the Sedgwick County Sheriff by the authority of Wichita, prior to 12:00 a.m. Saturday, January 1, 2011. County and Wichita stipulate to the listed values of the real property in Exhibit "A" attached to this Settlement Agreement.

Wichita shall convey to County by good and sufficient warranty deed, merchantable title in and to all real property listed in Exhibit "A", Provision No. 1 ("Exhibit A.1 Property") at the stipulated value, for the jail fee debt for January 1, 2008 through December 31, 2009, which the County and Wichita stipulate to be satisfied for the compromise sum of \$2,592,478. For the jail fee debt of January 1, 2010 through September 30, 2010, the County and Wichita agree to payment in the sum of \$2,378,048, but further agree that all jail fee debt incurred in 2010 and thereafter shall be subject to reduction by appeal as described below. Both of said sums, i.e., the stipulated and the appealable portions, are to be referred to herein and defined as the "Stipulated Sum".

For the additional jail fee debt to be incurred from October 1, 2010 through December 31, 2010 (the "2010 Fourth Quarter Debt"), Wichita shall convey to County by good and sufficient warranty deed, merchantable title in and to some or all real property listed in Exhibit "A" Provision No. 2 ("Exhibit A.2 Property"). The exact parcels to be conveyed from Wichita to County in settlement of the jail fee debt for the period of October 1, 2010 through December 31,

2010, shall be selected in order of preference by County no later than the 15th of January, 2011. If the aggregate value of the parcels selected by County exceeds the 2010 Fourth Quarter Debt, County shall pay Wichita cash in an amount equal to the excess value. If the aggregate value of the parcels selected by County is less than the 2010 Fourth Quarter Debt, Wichita shall make cash payment for any remaining balance and for all subsequent jail fee billings from County. County and Wichita stipulate to the Exhibit A.2 Property values for all purposes, including the determination of aggregate value to be applied.

Wichita shall cause a title commitment to be issued by First American Title Company, obligating it to insure fee simple title to the Exhibit A.1 Property in the amount of the Stipulated Sum. Said commitment shall be ordered by Wichita within ten (10) days of filing of this Settlement Agreement. Wichita shall cause another title commitment to be issued by First American Title Company, obligating it to insure fee simple title to the Exhibit A.2 Property in the Amount of the 2010 Fourth Quarter Debt. This commitment shall be ordered by Wichita no later than January 25, 2011. The commitments shall be accompanied by legible copies of all instruments shown as exceptions to title. The commitments shall provide for the issuance of an ALTA owner's policy. County shall have ten (10) business days following actual receipt of each individual commitment to make any objections to title. If no objections are made, then County will be deemed to have accepted the condition of title shown in each commitment. If timely objection is made, then Wichita shall have a reasonable time in which to correct any objection, said time to not extend past sixty (60) days of receipt of the commitment by County. If City fails to correct any objection within such time period, then the County shall have the option either to waive the objection or to receive cash payment from Wichita in sums equal to the fair market value of the real property that is subject to the commitment. Wichita shall provide complete copies of all leases; surveys; engineering drawings, reports or studies; environmental inspection reports and studies, notices or studies; engineering data; topographic maps; plat maps; hydrology reports and studies; and any and all other documentation pertaining to Exhibit A.1 Property and Exhibit A.2 Property no later than ten (10) days from County's receipt of each title commitment. Following receipt of said documents, County shall have a sixty (60) day period to examine the documents in order to determine whether each property is usable for the County's intended purpose. The cost of the title insurance shall be equally shared by Wichita and County. Closing shall occur no later than ninety (90) days after receipt of the commitments for the Exhibit A.1 Property and Exhibit A.2 Property. Wichita shall promptly make, execute and deliver to the County, any and all deeds of conveyance, bills of sale, title or transfer documents, de-annexation orders, or any other instruments that may be necessary or convenient to carry out the terms of this Settlement Agreement. Wichita further agrees to de-annex all Furley property constituting consideration to County within eighty (80) days of the full execution of this Settlement Agreement or by closing, whichever date occurs later.

The parties agree that beginning at 12:00 a.m., Saturday, January 1, 2011, Wichita shall pay the County for the maintenance of prisoners committed to the custody of the Sedgwick County Sheriff, pursuant to K.S.A. 19-1930(a). The parties further agree that the charges adopted by Resolution 110-07 are authorized and proper pursuant to K.S.A. 19-1930 (a). Wichita shall be billed by County on the same hourly basis as other municipalities within the confines of Sedgwick County, Kansas, and Wichita covenants and agrees to promptly pay billed amounts without reduction or setoff. It is agreed that Wichita reserves the right to review the monthly

billings and to challenge any errors contained therein which it believes have been made by County. Any claimed errors shall not include the discretion granted County by K.S.A. 19-1930, including the authority of County to charge jail fees to Wichita.

County will not charge Wichita for prisoner time while in custody of the Sheriff: a) attributable to prisoners concurrently held in custody on charges pending in state or federal courts or pending charges in any other municipality, b) attributable to prisoners eligible for immediate bonding on their own recognizance or signature, c) attributable to any time for any prisoner spent prior to the entry of municipal charges into the data system at the Adult Detention Facility or after entry of release into the data system at the Adult Detention Facility on a first come, first served basis with other municipalities, state or federal courts, d) attributable to time for any prisoner spent between continuance of a court hearing until that prisoner's next appearance in court, if the continuance arises from that prisoner's unavailability for court due to housing of that prisoner outside of Sedgwick County and only if Wichita has given County a minimum of thirty-six (36) hours notice of the new or re-scheduled date and time of the court hearing for that out-of-county prisoner. These four criteria shall be grounds for appeal for any charges incurred on and after January 1, 2010. Pursuant to K.S.A. 19-1930, County reserves the right in its reasonable discretion to revise, amend, modify or otherwise replace the current jail billing system; however, any such system will be uniformly applied to municipalities within the confines of Sedgwick County and will not result in charges to municipalities for the maintenance of municipal prisoners that exceed the amount provided by the County for the maintenance of County prisoners. No such revision, amendment modification or replacement to or of the current jail billing system shall alter or eliminate the criteria for appeal enumerated in this paragraph.

Any dispute resulting from a challenged billing which is not resolved through County's standard review process within ten (10) days of submission will be subject to further review and discussion for resolution by the County Manager and Wichita's City Manager. If that discussion fails to resolve the dispute within twenty (20) days, either party may pursue a claim to resolve the disputed amount in Eighteenth Judicial District Court. Wichita agrees to pay all jail fee billings by the stated due date in the billing. In accordance with system applicable to all other municipalities, any credit(s) for disputed amounts resolved in Wichita's favor shall be applied to the next monthly billing after determination.

It is understood and agreed that in consideration for the promises, covenants and stipulations stated herein, County releases from liability Wichita, as well as that of related insurers, successors and assigns, jointly and severally, any and all claims prior to 12:00 a.m. Saturday, January 1, 2011. This release and discharge shall be a fully binding and complete settlement among all parties released under this agreement including their assignees. This release will be the result of a compromise and shall never at any time for any purpose be considered an admission of financial liability or responsibility for any claimed damages or financial loss, existing before 12:00 a.m. Saturday, January 1, 2011. In consideration for the promises, covenants and stipulations stated herein, the parties shall execute a Journal Entry of Dismissal with Prejudice in the current Litigation.

It is further understood and agreed that the payment identified above shall be inclusive of any claims for costs including attorney's fees to which either party may otherwise be entitled under any applicable statute or contractual provision.

County and Wichita represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of action referred to in this agreement, except as otherwise specifically set forth herein; that each party has the sole right and exclusive authority to execute this settlement agreement and release and to receive the sum specified in it; and has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this release and Settlement Agreement. This Settlement Agreement contains the entire agreement between the parties to this release and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns.

In entering into this Settlement Agreement, both parties have acted by official vote of their respective Commission and Council, approving said settlement by a majority vote, and upon the reliance of the advice of counsel, who are attorneys of their choice; that the terms and risks of this Settlement Agreement have been completely read and explained and that both parties understand and voluntarily accepts them by executing this agreement.

Dated this _____ day of November 2010.

Karl Peterjohn, Chairman, Board of County
Commissioners Sedgwick County, Kansas

Bill H. Raymond, #15504
Assistant County Counselor
Sedgwick County, Kansas

Carl Brewer, Mayor
of the City of Wichita, Kansas

Jay C. Hinkel, #11054
Deputy City Attorney
City of Wichita, Kansas

Exhibit A

To satisfy the Settlement Consideration amount, City shall transfer to County the following real property:

1. The following described real property and buildings, and Furley parcels shall apply to the period of January 1, 2008 through September 30, 2010:

a) That part of Lot 2, Central Maintenance Facility Addition described in the Lease Agreement between the City of Wichita and the Board of County Commissioners of Sedgwick County dated March 23, 2005, said area to be further defined by survey being the Work Release building and land commonly known as 701 W. Harry as follows: Lot 2, Central Maintenance Facility Addition, Commonly known as 701 West Harry, Wichita, Sedgwick County, Kansas. - \$750,000 value

b) Lots 1 to 32 inclusive and Reserves A and B, Steel and Snively's Subdivision; and Lots 1 through 10 inclusive and ½ vacant alley adjacent on the North, Park now 9th Street, Roger's Subdivision of Tarlton's Addition; and Lots 2 and 4 and ½ of vacant alley on the East and ½ vacant alley on the South, Minnesota Avenue, Roger's Subdivision of Tarlton's Addition; and Lots 1 and 3 and ½ of vacant alley on the West and ½ vacant alley on the South, Piatt Avenue, Roger's Subdivision of Tarlton's Addition, all in Wichita, Sedgwick County, Kansas, being the Health Department building and land commonly known as 1900 E. 9th Street with a lease of \$1.00 per year for a 10 year term – with deed transfer to County upon completion of lease term. City to vacate upon lease expiration. Legally described as: All lots 13 through 32 incorporated, Steel & Snively's Subdivision. Lease value \$1,309,300 + property value \$ 1,255,540 = \$2,564,840 total value

c) The unimproved Furley parcels of:

E ½, NE ¼, Sec. 34-25S-2E Parcel 3 (Key No. C-399-UP) - \$190,000 value;

E ½, SW ¼, Sec. 34-25S-2E Parcel 4 (Key No. C-404-UP) - \$210,000 value;

SE ¼, Sec. 34-25S-2E except the S 2/3 of the E ½ of SE ¼ Sec. 34-25S-2E Parcel 5 (Key No. C-402-UP) - \$270,000 value;

S 2/3, E 1/2, SE 1/4, Sec. 34-25S-2E Parcel 6 (Key No. C-403-UP) - \$140,000 value;
W 1/2, SW 1/4, Sec. 35-25S-2E except the South 485.8 feet of the West 485.8 feet and except road on South and West Parcel 7 (Key No. C-406-UP, No. C-408-UP) - \$200,000 value;
E 1/2, SW 1/4, Sec. 35-25S-2E Parcel 8 (Key No. C-407-UP) - \$210,000 value;
S 1/2, SE 1/4, Sec. 35-25S-2E Parcel 9 & 9a (Key No. C-405-UP) - \$200,000 value;
NE 1/4, Sec. 3-26S-2E except the East 35 feet of the South 200 feet of the North 1,294.47 feet for road Parcel 10 (Key No. PY-12 & PY13) - \$390,000 value;

2. The following described Furley parcels shall apply to the period of October 1, 2010 through December 31, 2010, as selected by County:

NW 1/4, Sec. 34-25S-2E Parcel 1 (Key No. C-401-UP) - \$480,000 value;
W 1/2, NE 1/4, Sec. 34-25S-2E Parcel 2 (Key No. C-400-UP) - \$200,000 value;
SE 1/4, Sec. 3-26S-2E except beginning of the Southeast corner North 2,647.11 feet; thence West 1,317.57 feet; thence South 2,069.5 feet; thence West 592.39 feet, thence South 591 feet; thence 1,915.38 feet East to beginning and except roads Parcel, 11 (Key No. PY-15) - \$180,000 value;
NE 1/4, Sec. 25-25S-2E except beginning 845 feet South of the Northeast corner; thence West 390 feet; thence South 695 feet; thence East 390 feet; thence North 695 feet to beginning Parcel 12 (Key No. LI-150) - \$380,000 value;
SE 1/4, Sec. 25-25S-2E Parcel 13 (Key No. LI-152) - \$400,000 value;
W 1/2, NE 1/4, Sec. 36-25S-2E except the West 440 feet of the North 240 feet Parcel 14 (Key No. LI-208) - \$200,000 value.

Second Reading Ordinances for November 9, 2010 (first read on November 2, 2010)

Approval of Forgivable Loan Agreement, Nex-Tech Processing. (District IV)

ORDINANCE NO. 48-890

An ordinance of the City of Wichita, Kansas, prescribing the form and authorizing the execution of a forgivable loan agreement and promissory note by and between Nex-Tech Processing, Inc. and the City of Wichita, Kansas.

Approval of Economic Development Incentives, TECT Power, Inc. (District IV)

ORDINANCE NO. 48-891

An ordinance of the City of Wichita, Kansas, prescribing the form and authorizing the execution of a forgivable loan agreement and promissory note by and between TECT Power, Inc. and the City of Wichita, Kansas.

Amendments to Title 15 – Adoption of 2006 International Fire Code Change of Terminology in 15.02.010 Smoke Detector Ordinance.

ORDINANCE NO. 48-892

An ordinance adopting the 2006 International Fire Code and City of Wichita amendments thereto, amending Chapter 15.01 and repealing the original of Chapter 15.01 of said code.

ORDINANCE NO. 48-893

An ordinance amending Sections 15.02.010, 15.02.020, 15.02.030, 15.02.040, 15.02.050, 15.02.060, 15.02.060, 15.02.070 and 15.02.080 of the code of the City of Wichita, Kansas, pertaining to Smoke Alarms and repealing the originals of said sections.

ZON2010-00033 – City zone change from LI Limited Industrial (“LI”) to GO General Office (“GO”); generally located on the north side of 13th Street North, approximately ¼ mile west of Greenwich Road. (District II)

ORDINANCE NO. 48-897

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

2009 Street Rehabilitation Program. (Districts I and III)

ORDINANCE NO. 48-898

An ordinance amending Ordinance No. 48-321 of the City of Wichita, Kansas declaring Kellogg, between 119th St. West and 111th St. West; and Hillside, between Bayley and Gilbert (2009 Street Rehabilitation Program) (472-84815) to be a main trafficway within the City of Wichita Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of the same.